

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

ALLSTATE INDEMNITY COMPANY)	Case No.:
)	
Plaintiff,)	
)	
-against-)	
)	
PAUL COLLURA, CHRISTINE COLLURA, BANK OF)	
NEW YORK MELLON FKA BANK OF NEW YORK AS)	
TRUSTEE FOR CERTIFICATE HOLDER CWALT, INC)	
UNITED STATES OF AMERICA, CAPITAL ONE)	
HOME LOANS, LLC, COUNTRYWIDE HOME LOANS,)	
INC, BANK OF AMERICA CORPORATION)	
Defendants.)	

COMPLAINT IN INTERPLEADER

Plaintiff, Allstate Indemnity Company ("AIC"), by and through its undersigned counsel, hereby alleges as follows:

THE PARTIES

1. AIC is an insurance company incorporated in Illinois, with its principal place of business in Northbrook Illinois.
2. Upon information and belief, Defendant PAUL COLLURA is a citizen of Melville, New York and has presented an insurance claim against AIC, for property damage as a result of a water loss that occurred at 14 Landing Lane, South Hampton, New York, on March 16, 2015.
3. Upon information and belief, Defendant CHRISTINE COLLURA is a citizen of Melville, New York and has presented an insurance claim against AIC, for property damage as a result of a water loss that occurred at 14 Landing Lane, South Hampton, New York, on March 16, 2015.
4. Upon information and belief, the BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK, AS TRUSTEE IN FOR THE CERTIFICATEHOLDERS OF CW ALT, INC., (hereinafter "BANK OF NY") was and is a corporation duly organized and incorporated under the laws of the State of Delaware and doing business in the State of New York and is a potential lienholder on the proceeds of the water loss that occurred at 14 Landing Lane, South Hampton, New York, on March 16, 2015.

5. Defendant, the UNITED STATES OF AMERICA, has been named as a Defendant in this action, as, upon information and belief, it maintains two (2) Federal Tax Liens, one dated March 10, 2010 in the amount of \$75,690.80 and one dated April 19, 2011 in the amount of \$80,537.52, (the “Tax Liens”) and is a potential lienholder on the proceeds of the water loss that occurred at 14 Landing Lane, South Hampton, New York, on March 16, 2015.
6. Upon information and belief, CAPITAL ONE HOME LOANS, LLC (hereinafter “CAPITAL ONE”) was and is Limited Liability Company duly organized and incorporated under the laws of the State of Delaware and doing business in New York and is a potential lienholder on the proceeds of the water loss that occurred at 14 Landing Lane, South Hampton, New York, on March 16, 2015 .
7. Upon information and belief, COUNTRYWIDE HOME LOANS, INC (hereinafter “COUNTRYWIDE”) was and is a corporation duly organized and incorporated under the laws of the State of New York and doing business in the State of New York and is a potential lienholder on the proceeds of the water loss that occurred at 14 Landing Lane, South Hampton, New York, on March 16, 2015 .
8. Upon information and belief, the BANK OF AMERICA CORPORATION (hereinafter BANK OF AMERICA) was and is a corporation duly organized and incorporated under the laws of the State of Delaware and doing business in the State of New York and is a potential lienholder on the proceeds of the water loss that occurred at 14 Landing Lane, South Hampton, New York, on March 16, 2015 .

JURISDICTION AND VENUE

9. This Court has jurisdiction over this statutory interpleader action pursuant to 28 USC § 1335 (a), which requires only minimal diversity. The minimal diversity requirement is met because AIC is diverse from among other defendants, BANK OF NY, CAPITAL ONE, and BANK OF AMERICA, which are citizens of Delaware and COUNTRYWIDE which is a citizen of New York.
10. This Court has jurisdiction over this statutory interpleader action pursuant to 28 USC § 1335 (a) (2) because after filing the complaint AIC will move for judgment and order permitting the deposit of the proceeds of the AIC insurance policy into the Registry of this Court.
11. This court is the proper venue for this action pursuant to 28 USC § 1397 because, upon information and belief, claimants PAUL and CHRISTINE COLLURA reside in this judicial district.

SUMMARY OF ADVERSE CLAIMS

12. AIC issued a Deluxe Plus policy to PAUL and CHRISTINE COLLURA under Policy No.: 078711771, which was in effect on March 16, 2015, insuring the premises identified as 14 Landing Lane, South Hampton, New York 11968 (hereinafter "The Policy"). (Exhibit "A")
13. AIC incorporates herein by reference all of the terms, conditions and provisions of The Policy.
14. AIC does not waive any of its rights under The Policy and reserves the right to rely upon any applicable provisions, exclusions or conditions of The Policy.
15. On March 16, 2015, 14 Landing Lane, South Hampton, New York 11968 sustained damage as a result of a water loss at the home.
16. AIC has adjusted the claim and is prepared to settle the claim for \$65,822.77. (Annexed hereto as Exhibit "B" is AIC's Estimate of Damages completed on 5/15/15)
17. AIC sent correspondence to the insured's on August 11, 2015 advising of the damages estimate and explaining the insured's right to recoverable depreciation. (Exhibit "C")
18. AIC conducted an investigation into all potential lienholders to the proceeds of any settlement for damage to the dwelling at 14 Landing Lane, South Hampton, New York 11968 and discovered the following (see Exhibit "D"):
 - a) A mortgage from Capital One Home Loans, LLC, from May 4, 2007.
 - b) Capital One Home Loans, LLC, is on the deed.
 - c) An assignment of that mortgage from Capital One Home Loans, LLC to Bank of New York Mellon FKA Bank of New York, on June 15, 2012.
 - d) A title search which reflects that the mortgagee, was Capital One Home Loans, LLC, and that the mortgage was assigned to the Bank of New York Mellon FKA Bank of New York, as trustee for the certificate holders of CWALT, Inc.
 - e) The title search which indicates that the servicer of this loan was Bank of America N.A.
 - f) Two (2) notices of Federal Tax Lien, one dated March 10, 2010 in the amount of \$75,690.80 and one dated April 19, 2011 in the amount of \$80,537.52.
 - g) A March 23, 2010 and April 26, 2011 Notice of FTL and a January 24, 2014 Notice of Pendency.
19. AIC was also provided with the Decision and Order of the Honorable James F. Quinn dismissing the claims of BANK OF NY IN A MORTGAGE FORECLOSURE ACTION. (Exhibit "E")

20. AIC is unable to ascertain which parties should be included on the settlement checks as proper lienholders on any damage payments to PAUL and CHRISTINE COLLURA for the damage to 14 Landing Lane, South Hampton, New York 11968.
21. AIC cannot safely pay the policy proceeds until it is determined to whom the payments should be made.
22. AIC is interpleading the Policy proceeds so that the Court can determine to whom payment should be made.

WHEREFORE, AIC demands judgment

- (a) That the Court enters an Order permitting AIC to deposit into the Registry of the Court the amount of .
- (b) That Defendants be required to interplead and settle between themselves their respective rights to said sum deposited with the Court, and that AIC be discharged from any other liability to the Defendants, upon AIC's payment of the proceeds into this Court; and
- (c) For such other further relief as the Court deems just, proper and equitable.

Dated: August 14, 2015

LEWIS JOHS AVALLONE AVILES, LLP
Attorneys for ALLSTATE INDEMNITY COMPANY
One CA Plaza, Suite 225
Islandia, New York 11749
(631) 755-0101
LJAA File No.: 21-1684
rmfeeney@lewisjohs.com

By: 
Rosa M. Feeney

TO:

PAUL COLLURA
38 Cottontail Rd
Melville, NY 11747-2319384

CHRISTINE COLLURA
38 Cottontail Rd
Melville, NY 11747-2319384

BANK OF NEW YORK MELLON F/K/A
THE BANK OF NEW YORK, AS TRUSTEE
IN FOR THE CERTIFICATEHOLDERS OF CWALT, INC.
c/o Superintendant of Financial Services, New York
One State Street, New York, NY 10004

VIA CERTIFIED MAIL
UNITED STATES OF AMERICA
Civil Process Clerk
U.S. Attorney's Office
271 Cadman Plaza East
Brooklyn, NY 11201

VIA CERTIFIED MAIL
UNITED STATES OF AMERICA
Attorney General of the United States at Washington, D.C.,
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

CAPITAL ONE HOME LOANS, LLC
c/o Superintendant of Financial Services, New York
One State Street, New York, NY 10004

COUNTRYWIDE HOME LOANS, INC
c/o CT Corporation Systems
111 Eighth Avenue
New York, New York 10011

BANK OF AMERICA CORPORATION
c/o Superintendant of Financial Services, New York
One State Street, New York, NY 10004

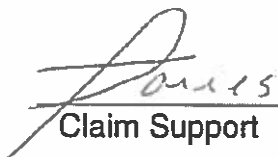
EXHIBIT “A”



Claim# 0361697799

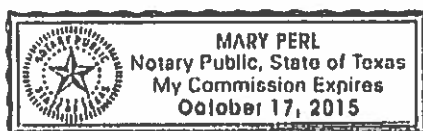
To Whom It May Concern:


I, Patricia Torres, employee of Allstate Insurance Company Irving, Texas, do certify that the enclosed is a copy of policy and or declaration page for the above claim number, showing the coverages that were on the policy at the time of loss of 03/16/2015. The enclosed copy of policy and or declaration page was printed and mailed through Allstate's Output Processing Center.


Claim Support

State of Texas, County of Dallas

On this 17th day of August 2015, before me personally appeared Patricia Torres to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed the same as a free act and deed.




Notary Public

*P Collura Ins Agenc
149-15 Union Tpke
Flushing NY 11367*

Your Quick Insurance Check

- ✓ Verify the information listed in the Policy Declarations.
- ✓ Please call if you have any questions.
- ✓ Now you can pay your premium before your bill is issued - visit allstate.com or call 1-800-Allstate®.



Paul S. & Christine G.
Collura
38 Cottontail Rd
Melville NY 11747-2319

Confirming Your Policy Change

We've sent along this mailing to verify the changes to your policy that you recently requested. The changes took effect on March 16, 2015. Please look over all the information in this mailing, and call us right away if you have any questions or if anything isn't exactly right.

The accompanying Amended Policy Declarations includes these changes:
1st Mortgage information has been deleted.

There is no change in premium for the current premium period.

The coverages and limits you carry for your property, and the costs of those coverages, are listed in detail on the enclosed Amended Policy Declarations. You can see the specific changes to your policy by comparing this Amended Policy Declarations to the Policy Declarations previously mailed to you.

If you have any questions or concerns, please contact P Collura Ins Agenc at (718) 969-7300---or call the Allstate Customer Information Center at 1-800-ALLSTATE (1-800-255-7828).

Sincerely,

Thomas J. Wilson
President, Allstate Insurance Company

PROP *010003115031653002270301*

000000078711771 070 010 NY



Information as of
March 16, 2015

EP29

Allstate Insurance Company

AMENDED

Deluxe Plus Homeowners
Policy Declarations

Summary

NAMED INSURED(S) Paul S. & Christine G. Collura 38 Cottontail Rd Melville NY 11747-2319	YOUR ALLSTATE AGENT IS: P Collura Ins Agenc 149-15 Union Tpke Flushing NY 11367	CONTACT YOUR AGENT AT: (718) 969-7300
POLICY NUMBER 0 78 711771 07/15	POLICY PERIOD Begins on July 15, 2014 at 12:01 A.M. standard time, with no fixed date of expiration	PREMIUM PERIOD July 15, 2014 to July 15, 2015 at 12:01 A.M. standard time
LOCATION OF PROPERTY INSURED 14 Landing Lane, Southampton, NY 11968-4405		
LEGAL DESCRIPTION 14 LANDING LANE SOUTHAMPTON NY 119680000		

Total Premium for the Premium Period (Your bill will be mailed separately)

Premium for Property Insured	\$1,817.00
TOTAL	\$1,817.00

Your policy change(s) are effective as of Mar. 16, 2015

PROP *010003115031653002270302*

Information as of
March 16, 2015

Page 1

R10704MD

Allstate Insurance Company

Policy Number: 0 78 711771 07/15 Your Agent: P Collura Ins Agenc (718) 969-7300
For Premium Period Beginning: July 15, 2014

POLICY COVERAGES AND LIMITS OF LIABILITY

COVERAGE AND APPLICABLE DEDUCTIBLES (See Policy for Applicable Terms, Conditions and Exclusions)	LIMITS OF LIABILITY	
Dwelling Protection - with Building Structure Reimbursement Extended Limits	\$363,000	
<ul style="list-style-type: none"> \$2,000 Other Peril Deductible Applies Deductible for Severe Hurricanes Applies* 		
Other Structures Protection	\$36,300	
<ul style="list-style-type: none"> \$2,000 Other Peril Deductible Applies Deductible for Severe Hurricanes Applies* 		
Personal Property Protection - Reimbursement Provision	\$272,250	
<ul style="list-style-type: none"> \$2,000 Other Peril Deductible Applies Deductible for Severe Hurricanes Applies* 		
Optional Protection for Mold		
<ul style="list-style-type: none"> Remediation Limit 	\$50,000	
Additional Living Expense	Up To 12 Months	
Family Liability Protection	\$300,000	each occurrence
Guest Medical Protection	\$5,000	each person
Workers' Compensation and Employers' Liability Coverage for Residence Employees	Statutory/See Form	

* \$18,150 (5% of your Dwelling Protection limit) is your Deductible for Severe Hurricanes, which applies to the total of all losses under the coverages indicated above.

DISCOUNTS Your premium reflects the following discounts on applicable coverage(s):
Renovated House 10 %
Protective Device Rate Applied

RATING INFORMATION

The dwelling is of Frame construction and is occupied by 1 family

Allstate Insurance Company

Policy Number: 0 78 711771 07/15 Your Agent: P Collura Ins Agenc (718) 969-7300
For Premium Period Beginning: July 15, 2014

Your Policy Documents

Your Homeowners policy consists of this Policy Declarations and the documents listed below. Please keep these together.

- Deluxe Plus Policy form AP317
- NY Amendment of Policy Provisions form AP1948
- Declarations Supplement Pg (New York) form AU233-1
- New York PIA Amendatory End. form AP4577
- Deductible for Severe Hurricanes End. form AP585-1
- Off Premises Theft Excluded End. form AU9010-1
- New York Amendatory Endorsement form AP497-2
- Amendment of Policy Provisions form AP521
- Domestic Workers' Comp & Emp Liability AP1105-1
- New York Amendatory Endorsement form AP1727
- Bldg. Struct. Reimb. Ext. Limits End. form AP693
- Deluxe Plus Amendatory End. form AP1356-1

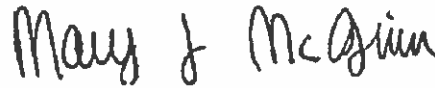
Important Payment and Coverage Information

The Property Insurance Adjustment condition applies using the Marshall Swift Boeckh Publications building cost index.

IN WITNESS WHEREOF, Allstate has caused this policy to be signed by two of its officers at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the Policy Declarations by an authorized agent of Allstate.



Thomas J. Wilson
President



Mary J. McGinn
Secretary



Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

This Endorsement Changes Your Policy—Keep It With Your Policy

New York

Workers' Compensation And Employers' Liability Coverage For Residence Employees Coverage Form — AP1105-1

THIS COVERAGE FORM AMENDS THE FOLLOWING ALLSTATE INSURANCE COMPANY AND ALLSTATE INDEMNITY COMPANY POLICIES: Deluxe, Deluxe Plus, Standard Homeowners, Condominium and Co-Op.

Part A—Coverages Defined

When "Workers' Compensation and Employers' Liability Coverage For Residence Employees" appears on the Policy Declarations (Coverage WC), the following coverages apply:

Coverage I: Workers' Compensation

With respect to a **residence employee**, Allstate will pay on behalf of an **insured person** as an employer of a **residence employee** all benefits when due as required by the New York Insurance Law Section 3420, as amended. At a minimum, such benefits will be equivalent to those benefits in the standard workers' compensation policy issued in New York. If benefits prescribed by a state other than the State of New York apply, Allstate will pay those instead; and

Coverage II: Employers' Liability

With respect to a **residence employee**, Allstate will pay on behalf of an **insured person**, all damages for which an **insured person** is legally liable because of **bodily injury** sustained by a **residence employee**.

Definitions Used in This Coverage Form

The following definitions apply only for the purposes of this coverage form:

1. **Business**—means:
 - a. any full or part-time activity of any kind engaged in for economic gain and the use of any part of any premises for such purposes. The providing of home day care services to other than an **insured person** or relative of an **insured person** for economic gain is also a **business**; however, the mutual exchange of home day care services is not considered a **business**.
 - b. unless described on the Policy Declarations, any property rented or held for rental by an **insured person**. Rental of your **residence premises** is not considered a **business** when:
 - i. it is rented occasionally for residential purposes;
 - ii. a portion is rented to not more than two roomers or boarders; or
 - iii. a portion is rented as a private garage.
2. **Bodily injury**—means bodily harm, sickness or occupational disease, including required care, and death including reasonable burial expense.

3. **Residence employee**—means any employee of any insured person who is:
 - a. engaged at or about an **insured premises**, in employment of less than 40 hours or casual employment as defined in the New York Insurance Law, Section 3420, as amended; or
 - b. performing similar duties elsewhere which are related to or arise from an **insured premises**, except those duties performed in connection with a **business** of any insured person.

Conditions of Coverage

This coverage applies only if all of the following conditions are met:

1. The **bodily injury** to the **residence employee** must be caused by an employment related accident or an occupational disease.
2. The **bodily injury** to a **residence employee** must occur while the **residence employee** is:
 - a. in the United States of America, its territories or possessions, or Canada; or
 - b. temporarily located elsewhere but only if they are a citizen or legal resident of the United States or Canada.
3. The **bodily injury** to a **residence employee** must occur during the policy period.
4. If **bodily injury** to a **residence employee** results from or is aggravated by an occupational disease, the employee's last day of exposure to the conditions causing or aggravating such **bodily injury** must occur during the policy period while the **residence employee** is in the employment of an **insured person**.

Applicable Policy Provisions

In addition to the provisions specific to this coverage form, the following policy parts apply:

- A. Under the General Policy Section:
 1. Definitions Used In This Policy, the following definitions apply: **Allstate, We, Us, Our, Insured person(s), Insured premises, Residence Premises, You and your.**
 2. Coverage Changes
 3. Policy Transfer
 4. Continued Coverage After Your Death
 5. Cancellation
 6. Concealment or Fraud
- B. Under Section II—Family Liability and Guest Medical Protection, Coverage X—Family Liability Protection, Losses We Cover Under Coverage X, only that part of the provision pertaining to the defense of any **insured person**.
- C. Under Section II—Additional Protection: Claim Expense(s)
- D. Under Section II—Conditions:
 - a. What You Must Do After an Accidental Loss, except those references to "property damage" and "Damage To Property of Others" within this provision do not apply.
 - b. Bankruptcy
 - c. Our Rights to Recover Payment—Coverage X—Family Liability Protection
 - d. Suit Against Us

Additional Provisions Applicable to This Coverage Form

1. Conformity to State Statutes

If any part of this coverage form conflicts with the New York Insurance Law, Section 3420, as amended, regarding any part time residence employee, that part is amended to conform to the appropriate state law.

2. Other Insurance

If a loss covered by this coverage form is also covered by other insurance, Allstate will pay only that proportion of benefits and/or damages the limits of liability applying to this coverage form bear to the total amount of insurance covering the loss. If however, any other insurance is written specifically on an excess basis over the limits of liability of this policy, coverage under this form will be primary.

3. Notice of Claim

Under Coverage I; Workers' Compensation, knowledge by any insured person of bodily injury to a residence employee will be considered knowledge by us.

4. Our Rights to Review Your Employment Records

Allstate or our legal representative has the right but not the obligation to review any records related to the employment of a residence employee by an insured person. We may review these records and adjust premiums for a period of up to three years from the last anniversary date of the policy to which this coverage form is attached. Our review, performed with your knowledge and cooperation, will occur during regular business hours and may be used to determine and adjust the premiums accordingly for the latest three policy terms this coverage was in force.

Limits of Liability — Coverage II:

For a residence employee subject to the New York Insurance Law, Section 3420, as amended, our total limit of liability, regardless of the number of injured persons or claims, shall not exceed \$300,000 in damages for any one employment related accident for which you are liable:

1. because of bodily injury sustained by one or more residence employee; or
2. because of bodily injury resulting in occupational disease and sustained by one or more residence employee.

Exclusions

Coverage does not apply:

1. Under Coverages I and II, to any bodily injury or liability:
 - a. to anyone other than a residence employee;
 - b. arising from any business of an insured person; or
 - c. because of the employment of an insured person by any other insured person.
2. Under Coverage II, to any damages for which you become liable because of:
 - a. assumption by any insured person under any contract or agreement;
 - b. any liability resulting from intentional acts of any insured person;
 - c. any liability resulting from the employment of any residence employee employed in violation of law;
 - d. any obligations imposed by a workers' compensation, occupational disease, unemployment compensation, disability benefits law or similar law;
 - e. any liability for bodily injury by an occupational disease unless a written claim is made or suit brought against an insured person within 36 months after the end of the policy period to which this coverage form applies;
 - f. punitive or exemplary damages; or
 - g. any employment practices prohibited by any State or Federal statute.

Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

New York Amendatory Endorsement — AP1356-1

This endorsement amends your Deluxe Plus Homeowners Policy and is in addition to all other amendatory endorsements which apply to this policy.

- I. In **Section I—Your Property**, under **Losses We Do Not Cover Under Coverages A and B**, item 15.d), "rust or other corrosion, mold, wet or dry rot", is replaced by:
 15. d) rust or other corrosion;
- II. In **Section I - Your Property**, under **Losses We Do Not Cover Under Coverages A and B**, the following is added:
 24. Mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including but not limited to a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I, Conditions —Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Loss**. However, if mold, fungus, wet rot, dry rot or bacteria ensues from a covered fire or lightning loss, this exclusion does not apply.
- III. In **Section I - Your Property**, under **Losses We Do Not Cover Under Coverage C**, the following is added:
 16. Mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including but not limited to a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in **Section I, Conditions —Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Loss**. However, if mold, fungus, wet rot, dry rot or bacteria ensues from a covered fire or lightning loss, this exclusion does not apply.
- IV. In **Section I - Your Property**, under **Additional Protection - Additional Living Expense** is replaced by the following:
 1. **Additional Living Expense**
 - a) We will pay the reasonable increase in living expenses necessary to maintain your normal standard of living when a direct physical loss we cover under **Coverage A - Dwelling Protection**, **Coverage B - Other Structures Protection** or **Coverage C - Personal Property Protection** makes your residence premises uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I, Conditions —Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a**

Covered Loss unless mold, fungus, wet rot, dry rot or bacteria ensues from a covered fire or lightning loss.

Payment for additional living expense as a result of a covered loss under **Coverage A - Dwelling Protection, Coverage B - Other Structures Protection or Coverage C - Personal Property Protection** will be limited to the least of the following:

- 1) the time period required to repair or replace the property **we** cover, using due diligence and dispatch; or
 - 2) if **you** permanently relocate, the shortest time for **your** household to settle elsewhere;
 - 3) 12 months.
- b) **We** will pay **your** lost fair rental income resulting from a covered loss under **Coverage A - Dwelling Protection, Coverage B - Other Structures Protection or Coverage C - Personal Property Protection**, less charges and expenses which do not continue, when a loss **we** cover under **Coverage A - Dwelling Protection, Coverage B - Other Structures Protection or Coverage C - Personal Property Protection** makes the part of the **residence premises** **you** rent to others, or hold for rental, uninhabitable. **We** will pay for lost fair rental income for the shortest time required to repair or replace the part rented or held for rental but not to exceed 12 months. However, payments for **your** lost fair rental income expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I, Conditions - Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Loss** unless mold, fungus, wet rot, dry rot or bacteria ensues from a covered fire or lightning loss.
- c) **We** will pay the reasonable and necessary increase in living expenses and the lost fair rental income for up to two weeks should civil authorities prohibit the use of the **residence premises** due to a loss at a neighboring premises caused by a loss **we** insure against. However, payments for increase in living expenses or **your** lost fair rental income expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I, Conditions - Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Loss** unless mold, fungus, wet rot, dry rot or bacteria ensues from a covered fire or lightning loss.

These periods of time are not limited by the termination of this policy.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

V. In **Section I - Conditions**, under item 5, **How We Pay For A Loss**, the following changes are made:

1. Sub-item b) Actual Cash Value is replaced by the following:

b) Actual Cash Value

If **you** do not repair or replace the damaged, destroyed or stolen property, payment will be on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the limit of liability shown on the Policy Declarations for the coverage that applies to the damaged, destroyed or stolen property, regardless of the number of items involved in the loss.

You may make claim for additional payment as described in paragraph "c" and paragraph "d" if **you** repair or replace the damaged, destroyed or stolen covered property within two years after the date of the loss.

c) Building Structure Reimbursement.

Under **Coverage A - Dwelling Protection** and **Coverage B - Other Structures Protection**, we will make additional payment to reimburse **you** for cost in excess of actual cash value if **you** repair, rebuild or replace damaged, destroyed or stolen covered property within two years after the date of the loss. This additional payment includes the reasonable and necessary expense for treatment or removal and disposal of contaminants, toxins or pollutants as required to complete repair or replacement of that part of a **building structure** damaged by a covered loss. This additional payment shall not include any amounts which may be paid or payable under **Section I, Conditions —Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Loss**, and shall not be payable for any losses excluded in **Section I—Your Property**, under **Losses We Do Not Cover Under Coverages A and B**, item 24, unless mold, fungus wet rot, dry rot or bacteria ensues from a covered fire or lightning loss.

3. Under sub-item d) Personal Property Reimbursement, the first paragraph is replaced by the following:

d) Personal Property Reimbursement

Under **Coverage C—Personal Property Protection**, we will make additional payment to reimburse **you** for cost in excess of actual cash value if **you** repair, rebuild or replace damaged, destroyed or stolen covered personal property or wall-to-wall carpeting within two years after the date of the loss.

VI. In **Section I - Conditions**, the following is added:

19. **Mold, Fungus, Wet Rot and Dry Rot Remediation as a Direct Result of a Covered Loss**

In the event of a covered loss under **Coverage A - Dwelling Protection**, **Coverage B - Other Structures Protection** or **Coverage C - Personal Property Protection**, we will pay up to \$20,000 for mold, fungus, wet rot or dry rot **remediation**. However, if a premium is shown on the Policy Declarations for **Optional Protection For Mold** the **remediation** limit shown on the Policy Declarations for **Optional Protection For Mold** is the maximum we will pay for all mold, fungus, wet rot or dry rot **remediation** resulting from any one covered loss.

Remediation means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property we cover under **Coverage A - Dwelling Protection**, **Coverage B - Other Structures Protection** or **Coverage C - Personal Property Protection** damaged by a covered loss, including payment for any reasonable increase in living expenses necessary to maintain **your** normal standard of living if mold, fungus, wet rot or dry rot makes **your residence premises** uninhabitable. **Remediation** also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.

This Condition does not increase the limits of liability under **Coverage A - Dwelling Protection**, **Coverage B - Other Structures Protection** or **Coverage C - Personal Property Protection**. This Condition does not apply if mold, fungus, wet rot, dry rot or bacteria ensues from a covered fire or lightning loss.

All other policy terms and conditions apply.

Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

This Endorsement Changes Your Policy— Keep It With Your Policy

New York

Amendatory Endorsement— AP1727

In Section I— Your Property, under Section I Conditions, the following condition is added:

Request for Written Estimate of Real Property

In the event of a pending claim for damage to real property, upon request, Allstate shall furnish to your representative, designated in writing, or if none has been designated, to you, a copy of any written estimate or estimates of the cost of damages to real property resulting from the loss which Allstate has independently prepared for our purposes, or had prepared on our behalf for our purposes, specifying all appropriate deductions, within thirty days after the request or preparation, whichever is later, of such estimate or estimates. Allstate shall not be required to provide an estimate on claims for damages to real property unless we have independently prepared one or had one prepared on our behalf for our own purposes.

All other policy terms and conditions apply.

Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

This Endorsement Changes Your Policy— Keep It With Your Policy

New York

Amendment of Policy Provisions — AP1948

It is agreed that:

I. The General section is amended as follows:

A. Under **Definitions Used In This Policy**, the following definitions are added:

"Certified contractor" means an abatement contractor, inspector, risk assessor or supervisor and their employees who have successfully completed a certified lead abatement training program and have met any other requirements for obtaining and maintaining certification or licensing as established by the United States Environmental Protection Agency, New York State, or any state which has implemented such a certification program.

"Certified report" means a written report completed by a certified contractor which details the results of the inspection and the testing at the residence premises for the presence of lead.

"Lead abatement" — means any measure or set of measures designed to permanently eliminate lead-based hazards, including, but not limited to:

- a) the removal of lead-based paint and lead-contaminated dust, the permanent enclosure or encapsulation of lead-based paint, the replacement of lead-painted surfaces or fixtures; and
- b) all preparation, clean-up, disposal and post-abatement clearance testing activities associated with these measures.

"Lead-safe" means conditions at the residence premises have been established by a certified contractor through inspection, testing and completion of a certified report which states:

- a) the residence premises is free of lead; or
- b) exposure to lead has been controlled by lead abatement procedures.

B. The following provisions are added:

What Law Will Apply

This policy is issued in accordance with the laws of New York and covers property or risks principally located in New York. Subject to the following paragraph, the laws of New York shall govern any and all claims or disputes in any way related to this policy.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy happens outside New York, claims or disputes regarding that covered loss to property, or any other covered **occurrence** may be governed by the laws of the jurisdiction in which that covered loss to property, or other covered **occurrence** happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

Where Lawsuits May Be Brought

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy, shall be brought, heard and decided only in a state or federal court located in New York. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy, shall be brought, heard and decided only in a state or federal court located in New York, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy happens outside New York, lawsuits regarding that covered loss to property, or any other covered **occurrence** may also be brought in the judicial district where that covered loss to property, or any other covered **occurrence** happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

II. In Section II, Family Liability and Guest Medical Protection, the following changes have been made:

A. Under Losses We Do Not Cover Under Coverage X, the following exclusions are added:

1. We do not cover bodily injury or property damage arising out of:

- a) lead paint; or
- b) the discharge, dispersal, release or escape of oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank. This exclusion does not apply when the discharge, dispersal, release or escape is sudden and accidental.

We do cover bodily injury or property damage arising out of lead paint:

- a) in that portion of the **residence premises** occupied by you and which is not used for **business** purposes; or
- b) in any building on or portion of the **residence premises** that was built in 1980 or later or which has undergone **lead abatement** procedures and has been inspected by a **certified contractor** and found to be **lead-safe**.

2. We do not cover any liability imposed upon any insured person by any governmental authority arising out of:

- a) lead paint; or
- b) the discharge, dispersal, release or escape of oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank. This exclusion does not apply when the discharge, dispersal, release or escape is sudden and accidental.

We do cover bodily injury or property damage arising out of lead paint:

- a) in that portion of the **residence premises** occupied by **you** and which is not used for **business** purposes; or
- b) in any building on or portion of the **residence premises** that was built in 1980 or later or which has undergone **lead abatement** procedures and has been inspected by a **certified contractor** and found to be **lead-safe**.

3. **We do not cover any loss, cost, or expense arising out of any request, demand, or order that any Insured person test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of:**
- a) lead paint; or
 - b) the discharge, dispersal, release or escape of oil, fuel oil, kerosene, liquid propane, or gasoline intended for, or from, a storage tank. This exclusion does not apply when the discharge, dispersal, release or escape is sudden and accidental.

We do cover bodily injury or property damage arising out of lead paint:

- a) in that portion of the **residence premises** occupied by **you** and which is not used for **business** purposes; or
- b) in any building on or portion of the **residence premises** that was built in 1980 or later or which has undergone **lead abatement** procedures and has been inspected by a **certified contractor** and found to be **lead-safe**.

B. Under Losses We Do Not Cover Under Coverage Y, the following exclusion is added:

We do not cover bodily injury arising out of:

- a) lead paint; or
- b) the discharge, dispersal, release or escape of oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank. This exclusion does not apply when the discharge, dispersal, release or escape is sudden and accidental.

We do cover bodily injury arising out of lead paint:

- a) in that portion of the **residence premises** occupied by **you** and which is not used for **business** purposes; or
- b) in any building on or portion of the **residence premises** that was built in 1980 or later or which has undergone **lead abatement** procedures and has been inspected by a **certified contractor** and found to be **lead-safe**.

All other policy terms and conditions apply.

AP317

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Definitions Used In This Policy

1. **"You" or "your"** — means the person named on the Policy Declarations as the insured and that person's resident spouse.
2. **"Allstate," "We," "Us," or "Our"** — means the company named on the Policy Declarations.
3. **"Insured person(s)"** — means **you** and, if a resident of **your** household:
 - a) any relative; and
 - b) any dependent person in **your** care.

Under Coverage X — Family Liability Protection and Coverage Y — Guest Medical Protection, "insured person" also means:

- c) any person or organization legally responsible for loss caused by animals or watercraft covered by this policy which are owned by an **insured person**. **We** do not cover any person or organization using or having custody of animals or watercraft in any **business**, or without permission of the owner.
- d) with respect to the use of any vehicle covered by this policy, any person while engaged in the employment of an **insured person**.

4. **"Bodily Injury"** — means physical harm to the body, including sickness or disease, and resulting death, except that **bodily injury** does not include:
- any venereal disease;
 - Herpes;
 - Acquired Immune Deficiency Syndrome (AIDS);
 - AIDS Related Complex (ARC);
 - Human Immunodeficiency Virus (HIV);
- or any resulting symptom, effect, condition, disease or illness related to (a) through (e) listed above.

Under **Coverage Y — Guest Medical Protection**, **bodily injury** means physical harm to the body, including sickness or disease, except that **bodily injury** does not include:

- any venereal disease;
- Herpes;
- Acquired Immune Deficiency Syndrome (AIDS);
- AIDS Related Complex (ARC);
- Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to (a) through (e) listed above.

5. **"Building Structure"** — means a structure with walls and a roof.
6. **"Business"** — means:
- any full or part-time activity of any kind engaged in for economic gain including the use of any part of any premises for such purposes. The providing of home day care services to other than an **insured person** or relative of an **insured person** for economic gain is also a **business**. However, the mutual exchange of home day care services is not considered a **business**;
 - any property rented or held for rental by an **insured person**. Rental of your

residence premises is not considered a **business** when:

- it is rented occasionally for residential purposes;
- a portion is rented to not more than two roomers or boarders; or
- a portion is rented as a private garage.

7. **"Residence Premises"** — means the dwelling, other structures and land located at the address stated on the Policy Declarations.

8. **"Insured premises"** — means:

- the **residence premises**; and
- under **Section II** only:
 - the part of any other premises, other structures and grounds used by **you** as a residence. This includes premises, structures and grounds **you** acquired for **your** use as a private residence while this policy is in effect;
 - any part of a premises not owned by an **insured person** but where an **insured person** is temporarily living;
 - cemetery plots or burial vaults owned by an **insured person**;
 - vacant land, other than farmland, owned by or rented to an **insured person**;
 - land owned by or rented to an **insured person** where a one, two, three or four family dwelling is being built as that person's residence;
 - any premises used by an **insured person** in connection with the **residence premises**;
 - any part of a premises occasionally rented to an **insured person** for other than **business** purposes.

9. **"Occurrence"** — means an accident, including continuous or repeated exposure to substantially the same general harmful conditions during the policy period, resulting in **bodily injury** or **property damage**.

10. **"Properly damage"** — means physical injury to or destruction of tangible property, including loss of its use resulting from such physical injury or destruction.
11. **"Residence employee"** — means an employee of an **insured person** while performing duties arising out of and in the course of employment in connection with the maintenance or use of **your residence premises**. This includes similar duties performed elsewhere for an **insured person**, not in connection with the **business** of an **insured person**.
12. **"Dwelling"** — means a one, two, three or four family **building structure**, identified as the insured property on the Policy Declarations, where **you** reside and which is principally used as a private residence.

Insuring Agreement

In reliance on the information **you** have given **us**, **Allstate** agrees to provide the coverages indicated on the Policy Declarations. In return, **you** must pay the premium when due and comply with the policy terms and conditions, and inform **us** of any change in title, use or occupancy of the **residence premises**.

Subject to the terms of this policy, the Policy Declarations shows the location of the **residence premises**, applicable coverages, limits of liability and premiums. The policy applies only to losses or **occurrences** that take place during the policy period. The policy period is shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

The terms of this policy impose joint obligations on the person named on the Policy Declarations as the insured and on that person's resident spouse. These persons are defined as **you** or **your**. This means that the responsibilities, acts and omissions of a person defined as **you** or **your** will be binding upon any other person defined as **you** or **your**.

The terms of this policy impose joint obligations on persons defined as an **insured person**. This means that the responsibilities, acts and failures to act of a person defined as an **insured person** will be binding upon another person defined as an **insured person**.

Agreements We Make With You

We make the following agreements with **you**:

Conformity to State Statutes

When the policy provisions conflict with the statutes of the state in which the **residence premises** is located, the provisions are amended to conform to such statutes.

Coverage Changes

When **Allstate** broadens coverage during the premium period without charge, **you** have the new features if **you** have the coverage to which they apply. Otherwise, the policy can be changed only by endorsement.

The coverage provided and the premium for the policy is based on information **you** have given **us**. **You** agree to cooperate with **us** in determining if this information is correct and complete. **You** agree that if this information changes, is incorrect or incomplete, **we** may adjust **your** coverage and premium accordingly during the policy period.

Any calculation of **your** premium or changes in **your** coverage will be made using the rules, rates and forms on file, if required, for **our** use in **your** state. The rates in effect at the beginning of **your** current premium period will be used to calculate any change in **your** premium.

Policy Transfer

You may not transfer this policy to another person without **our** written consent.

Continued Coverage After Your Death

If **you** die, coverage will continue until the end of the premium period for:

- 1) **your** legal representative while acting as such, but only with respect to the **residence**

premises and property covered under this policy on the date of **your** death.

- 2) an **insured person**, and any person having proper temporary custody of **your** property until a legal representative is appointed and qualified.

Cancellation

Your Right to Cancel:

You may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

Our Right to Cancel:

Allstate may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 60 days, and it is not a renewal with **us**, **we** may cancel this policy for any reason by giving **you** at least 10 days notice of cancellation if evidence of any of the following is present:

- 1) the policy was obtained by fraud, material misrepresentation, or concealment of material facts; or
- 2) arson.

If the cancellation is for non-payment of premium, **we** will give **you** at least 15 days notice. If cancellation is for any other reason, **we** will give **you** at least 30 days notice.

When the policy has been in effect for 60 days or more, or if it is a renewal with **us**, **we** may cancel or non-renew this policy for one or more of the following reasons:

- 1) non-payment of premium;
- 2) the policy was obtained by misrepresentation, fraud or concealment of material facts;
- 3) material misrepresentation, fraud or concealment of material fact in presenting a claim, or violation of any of the policy terms; or
- 4) physical changes in the covered property that occur after the policy was issued or last renewed which makes the property uninsurable; or

- 5) **you** or any occupant of the covered property has been convicted of a crime and one of the elements of that crime was an act increasing any hazard **we** cover.

If the cancellation is for non-payment of premium, **we** will give **you** at least 15 days notice. If the cancellation is for any of the other reasons, **we** will give **you** at least 30 days notice. If the policy is non-renewed, **we** will give **you** at least 45 days notice, but not more than 60 days notice.

Proof of **our** mailing the notice of cancellation to **you** will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

Our Right Not to Renew or Continue:

If **we** don't intend to continue or renew the policy, **we** will mail **you** notice at least 45 days, but not more than 60 days before the end of the policy period. Proof of **our** mailing the notice of nonrenewal to **you** will be deemed proof of notice.

Concealment or Fraud

This policy is void if it was obtained by misrepresentation, fraud or concealment of material facts. If it is determined that this policy is void, all premiums paid will be returned to **you** since there has been no coverage under this policy.

We do not cover any loss or **occurrence** in which any **insured person** has concealed or misrepresented any material fact or circumstance.

Section I — Your Property

Coverage A Dwelling Protection

Property We Cover Under Coverage A:

1. **Your dwelling** including attached structures. Structures connected to **your dwelling** by only a fence, utility line, or similar connection are not considered attached structures.
2. Construction materials and supplies at the **residence premises** for use in connection with **your dwelling**.
3. Wall-to-wall carpeting fastened to **your dwelling**.

Property We Do Not Cover Under Coverage A:

1. Any structure including fences or other property covered under **Coverage B — Other Structures Protection**.
2. Land, except as specifically provided in **Section I — Additional Protection** under item 13, "Land."
3. Satellite dish antennas and their systems, whether or not attached to **your dwelling**.

Coverage B Other Structures Protection

Property We Cover Under Coverage B:

1. Structures at the address shown on the Policy Declarations separated from **your dwelling** by clear space.
2. **Structures** attached to **your dwelling** by only a fence, utility line, or similar connection.
3. Construction materials and supplies at the address of the **residence premises** for use in

connection with structures other than **your dwelling**.

4. Wall-to-wall carpeting fastened to other **building structures**.

Property We Do Not Cover Under Coverage B:

1. Structures used in whole or in part for **business purposes**.
2. Any structure or other property covered under **Coverage A — Dwelling Protection**.
3. Land, no matter where located, or the replacement, rebuilding, restoration, stabilization or value of any such land.
4. Construction materials and supplies at the address of the **residence premises** for use in connection with the **dwelling**.
5. Satellite dish antennas and their systems, whether or not attached to **building structures**.

Losses We Cover Under Coverages A and B:

We will cover sudden and accidental direct physical loss to property described in **Coverage A — Dwelling Protection** and **Coverage B — Other Structures Protection** except as limited or excluded in this policy.

Losses We Do Not Cover Under Coverages A and B:

We do not cover loss to the property described in **Coverage A — Dwelling Protection** or **Coverage B — Other Structures Protection** consisting of or caused by:

1. Flood, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.

2. Water or any liquid or sludge which contains water, whether or not combined with other chemicals or impurities, that backs up through sewers or drains.

3. Water or any liquid or sludge which contains water, whether or not combined with other chemicals or impurities, that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

4. Water or any liquid or sludge which contains water, whether or not combined with other chemicals or impurities, on or below the surface of the ground, regardless of its source. This includes water or any liquid or sludge which contains water, whether or not combined with other chemicals or impurities, which exerts pressure on, or flows, seeps or leaks through any part of the **residence premises**.

We do cover sudden and accidental direct physical loss caused by fire, explosion or theft resulting from items 1 through 4 listed above.

5. Earth movement of any type, including, but not limited to earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth.

This exclusion applies whether or not the earth movement is combined with water.

We do cover sudden and accidental direct physical loss caused by fire, explosion, theft or breakage of glass or safety glazing materials resulting from earth movement.

6. Enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance,

repair, placement or demolition of any **structure** or land at the **residence premises**. We do cover sudden and accidental direct physical loss caused by actions of civil authority to prevent the spread of fire.

7. The failure by any **insured person** to take all reasonable steps to preserve property when the property is endangered by a cause of loss we cover.

8. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an **insured person**.

9. Intentional or criminal acts of or at the direction of an **insured person**, if the loss that occurs:
a) may be reasonably expected to result from such acts; or
b) is the intended result of such acts.

This exclusion applies only to those persons who commit, conspire, collude, direct, or acquiesce to such acts.

10. Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

We do cover sudden and accidental direct physical loss by fire resulting from nuclear action.

11. War or warlike acts, including, but not limited to insurrection, rebellion or revolution.

12. Collapse, except as specifically provided in **Section I—Additional Protection** under item 12, "Collapse."

13. Soil conditions, including, but not limited to corrosive action, chemicals, compounds,

elements, suspensions, crystal formations or gels in the soil.

14. Vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

In addition, **we** do not cover loss consisting of or caused by any of the following;

15. a) wear and tear, aging, marring, scratching, deterioration, inherent vice, or latent defect;
 b) mechanical breakdown;
 c) growth of trees, shrubs, plants or lawns whether or not such growth is above or below the surface of the ground;
 d) rust or other corrosion, mold, wet or dry rot;
 e) contamination, including, but not limited to the presence of toxic, noxious, or hazardous gasses, chemicals, liquids, solids or other substances at the **residence premises** or in the air, land or water serving the **residence premises**;
 f) smog, smoke from the manufacturing of any controlled substance, agricultural smudging and industrial operations;
 g) settling; cracking; shrinking; bulging or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
 h) insects, rodents, birds or domestic animals. **We** do cover the breakage of glass or safety glazing materials caused by birds; or
 i) Covered property seized by government authority.

If any of (a) through (h) cause the sudden and accidental escape of water or steam from a plumbing, heating or air conditioning system, household appliance or fire protective sprinkler system within **your dwelling**, **we** cover the direct physical damage caused by the water or steam. If loss to covered property is caused by water or

steam not otherwise excluded, **we** will cover the cost of tearing out and replacing any part of **your dwelling** necessary to repair the system or appliance. This does not include damage to the defective system or appliance from which the water escaped.

16. Freezing of plumbing, fire protective sprinkler systems, heating or air conditioning systems or household appliances, or discharge, leakage or overflow from within the systems or appliances caused by freezing, while the **building structure** is vacant, unoccupied or being constructed unless **you** have used reasonable care to:
- a) maintain heat in the **building structure**;
 - or
 - b) shut off the water supply and drain the system and appliances.
17. Freezing, thawing, pressure or weight of water, ice or snow, whether driven by wind or not. This exclusion applies only to fences, pavements, patios, swimming pools, foundations, retaining walls, bulkheads, piers, wharves or docks.
18. Seepage, meaning continuous or repeated seepage or leakage over a period of weeks, months, or years, of water, steam or fuel:
- a) from a plumbing, heating, air conditioning or automatic fire protection system or from within a domestic appliance; or
 - b) from, within or around any plumbing fixtures, including, but not limited to shower stalls, shower baths, tub installations, sinks or other fixtures designed for the use of water or steam.
19. Theft from **your residence premises** while **your dwelling** is under construction, or of materials and supplies for use in construction, until **your dwelling** is completed and occupied.

20. Vandalism or Malicious Mischief if **your dwelling** is vacant for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A **dwelling** under construction is not considered vacant.

21. Weather Conditions that contribute in any way with a cause of loss excluded in this section to produce a loss.

22. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:

- a) planning, zoning, development, surveying, siting;
- b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- c) materials used in repair, construction, renovation or remodeling; or
- d) maintenance

of property whether on or off the **residence premises** by any person or organization.

23. We do not cover loss to covered property described in **Coverage A — Dwelling Protection** or **Coverage B — Other Structures Protection** when:

- a) there are two or more causes of loss to the covered property; and
- b) the predominant cause(s) of loss is (are) excluded under **Losses We Do Not Cover**, items 1 through 22 above.

Coverage C

Personal Property Protection

Property We Cover Under Coverage C:

1. Personal property owned or used by an **insured person** anywhere in the world. When personal property is located at a **residence** other than the **residence premises**, coverage is limited to 10% of **Coverage C — Personal Property Protection**. This limitation does not apply to personal property in a newly acquired principal residence for the 30 days

immediately after **you** begin to move property there or to personal property in student dormitory, fraternity or sorority housing.

2. At **your** option, personal property owned by a guest or **residence employee** while the property is in a residence **you** are occupying.

Limitations On Certain Personal Property:

Limitations apply to the following groups of personal property. If personal property can reasonably be considered a part of two or more of the groups listed below, the lowest limit will apply. These limitations do not increase the amount of insurance under **Coverage C — Personal Property Protection**. The total amount of coverage for each group in any one loss is as follows:

- 1. \$ 200 — Money, bullion, bank notes, coins and other numismatic property.
- 2. \$ 200 — Property used or intended for use in a **business** while the property is away from the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
- 3. \$ 2,000 — Property used or intended for use in a **business**, including property held as samples or for sale or delivery after sale, while the property is on the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
- 4. \$ 1,000 — Trading cards, comic books and Hummels, subject to a maximum amount of \$250 per item.

5. \$ 1,000 — Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, securities, tickets, and stamps, including philatelic property.
6. \$ 1,000 — Manuscripts, including documents stored on electronic media.
7. \$ 2,000 — Watercraft, including their attached or unattached trailers, furnishings, equipment, parts and motors.
8. \$ 1,000 — Trailers not used with watercraft.
9. \$ 2,500 — Theft of jewelry, watches, precious and semi-precious stones, gold other than goldware, silver other than silverware, platinum and furs, including any item containing fur which represents its principal value; subject to a maximum amount of \$1,000 per item.
10. \$ 2,000 — Any motorized land vehicle parts, equipment or accessories not attached to or located in or upon any motorized land vehicle.
11. \$ 3,000 — Theft of firearms.
12. \$ 2,500 — Theft of silverware, pewterware and goldware.
13. \$ 5,000 — Electronic data processing equipment and the recording or storage media used with that equipment whether or not the equipment is used in a **business**. Recording or storage media will be covered only up to:
 - a) the retail value of the media, if pre-programmed; or
 - b) the retail value of the media in blank or unexposed form, if blank or self-programmed.
14. \$10,000 — Theft of rugs, including, but not limited to, any handwoven silk or wool rug, carpet, tapestry, wall-hanging or other similar article whose principal value is determined by its color, design, quality of wool or silk, quality of weaving, condition or age; subject to a maximum amount of \$2,500 per item.

Property We Do Not Cover Under Coverage C:

1. Personal property specifically described and insured by this or any other insurance.
2. Animals.
3. Motorized land vehicles, including, but not limited to any land vehicle powered or assisted by a motor or engine. **We** do not cover any motorized land vehicle parts, equipment or accessories attached to or located in or upon any motorized land vehicle. **We** do cover motorized land vehicles designed for assisting the handicapped or used solely for the service of the **insured premises** and not licensed for use on public roads.
4. Aircraft and aircraft parts. This does not include model or hobby craft not designed to carry people or cargo.
5. Property of roomers, boarders, tenants not related to an **insured person**.
6. Property located away from the **residence premises** and rented or held for rental to others.
7. Any device, cellular communication system, radar signal reception system, accessory,

tapes, discs, records, wires, antennas or other mediums designed for reproducing, detecting, receiving, transmitting, recording or playing back data, sound or picture which may be powered by electricity from a motorized land vehicle or watercraft and while in or upon a motorized land vehicle or watercraft.

8. Satellite dish antennas and their systems.

Losses We Cover Under Coverage C:

We will cover sudden and accidental direct physical loss to the property described in **Coverage C — Personal Property Protection**, except as limited or excluded in this policy, caused by:

1. Fire or Lightning.
2. Windstorm or Hail.

We do not cover:

- a) loss to covered property inside a **building structure**, caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind forces rain, snow, sleet, sand or dust through the damaged roof or wall;
- b) loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed **building structure**. However, we do cover canoes and rowboats on the **residence premises**.

3. Explosion.
4. Riot or Civil Commotion, including pillage and looting during, and at the site of, the riot or civil commotion.
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles.

7. Smoke.

We do not cover loss caused by smoke from the manufacturing of controlled substances, agricultural smudging or industrial operations.

8. Vandalism and Malicious Mischief.

We do not cover vandalism or malicious mischief if your dwelling has been vacant for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A dwelling under construction is not considered vacant.

9. Falling objects.

We do not cover loss to personal property inside a **building structure** unless the falling object first damages the exterior walls or roof of the **building structure**.

10. Weight of ice, snow or sleet which causes damage to personal property in a **building structure**, but only if the **building structure** is damaged due to the weight of ice, snow or sleet.
11. Increase or decrease of artificially generated electrical current to electrical appliances, fixtures and wiring.
12. Bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protection system or an appliance for heating water.
13. Water or steam that escapes from a plumbing, heating or air conditioning system, an automatic fire protection system, or from a household appliance due to accidental discharge or overflow.

We do not cover loss to the system or appliance from which the water or steam

escapes, or loss from water which backs up through sewers or drains or overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

14. Freezing of a plumbing, heating or air conditioning system or a household appliance. **We do not cover loss at the residence premises** under perils (12), (13), and (14) caused by or resulting from freezing while the **building structure** is vacant, unoccupied or under construction unless **you** have used reasonable care to:
- maintain heat in the **building structure**; or
 - shut off the water supply and drain the water from the systems and appliances.

15. Theft, or damage to personal property caused by attempted theft, including disappearance of property from a known place when it is likely that a theft has occurred. Any theft must be promptly reported to the police.

We do not cover:

- theft or attempted theft committed by an **insured person**;
- theft in or from the **residence premises** while under construction or of materials and supplies for use in construction, until the **dwelling** is completed and occupied;
- theft of any property while at any other residence owned, rented to or occupied by an **insured person** unless the **insured person** is temporarily residing there;
- theft of trailers, campers, watercraft, including furnishings, equipment and outboard motors, away from the **residence premises**;
- theft from that part of the **residence premises** rented by **you** to other than an **insured person**.

16. Breakage of glass, meaning damage to covered personal property caused by breakage of glass constituting a part of any **building structure** on the **residence premises**. This does not include damage to the glass.

Losses We Do Not Cover Under Coverage C:

We do not cover loss to the property described in Coverage C — Personal Property Protection caused by or consisting of:

- Flood, including, but not limited to surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.
- Water or any liquid or sludge which contains water, whether or not combined with other chemicals or impurities, that backs up through sewers or drains.
- Water or any liquid or sludge which contains water, whether or not combined with other chemicals or impurities, that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.
- Water or any liquid or sludge which contains water, whether or not combined with other chemicals or impurities, on or below the surface of the ground, regardless of its source. This includes water or any liquid or sludge which contains water, whether or not combined with other chemicals or impurities, which exerts pressure on, or flows, seeps or leaks through any part of the **residence premises**.

We do cover sudden and accidental direct physical loss caused by fire, explosion or theft resulting from items 1 through 4 listed above.

5. Earth movement of any type, including, but not limited to earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

We do cover sudden and accidental direct physical loss caused by fire, explosion, theft or breakage of glass or safety glazing materials resulting from earth movement.

6. Enforcement of any building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair, placement or demolition of any **building structure** or other structure at the **residence premises**.

We do cover sudden and accidental direct physical loss to covered property caused by actions of civil authority to prevent the spread of fire.

7. The failure by any **insured person** to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss we cover.
8. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an **insured person**.

9. Intentional or criminal acts of or at the direction of an **insured person**, if the loss that occurs:
- a) may be reasonably expected to result from such acts; or
 - b) is the intended result of such acts.

This exclusion applies only to those persons who commit, conspire, collude, direct, or acquiesce to such acts.

10. Nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss caused by nuclear action is not considered loss by fire, explosion or smoke.

We do cover sudden and accidental direct physical loss by fire resulting from nuclear action.

11. Vapors, fumes, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.
12. War or warlike acts, including, but not limited to insurrection, rebellion or revolution.
13. Weather Conditions that contribute in any way with a cause of loss excluded in this section to produce a loss.
14. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:
- a) planning, zoning, development, surveying, siting;
 - b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c) materials used in repair, construction, renovation or remodeling; or
 - d) maintenance

of property whether on or off the **residence premises** by any person or organization.

15. We do not cover loss to covered property described in **Coverage C — Personal Property Protection** when:
- a) there are two or more causes of loss to the covered property; and
 - b) the predominant cause(s) of loss is (are) excluded under **Losses We Do Not Cover**, items 1 through 14 above.

Additional Protection

1. Additional Living Expense

- a) **We** will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living when a direct physical loss **we** cover makes **your residence premises** uninhabitable.

Payment for covered additional living expense will be limited to the least of the following:

- 1) the time period required to repair or replace the property **we** cover, using due diligence and dispatch; or
 - 2) if **you** permanently relocate, the shortest time for **your** household to settle elsewhere;
 - 3) 12 months.
- b) **We** will pay **your** lost fair rental income resulting from a covered loss, less charges and expenses which do not continue, when a loss **we** cover makes the part of the **residence premises you** rent to others, or hold for rental, uninhabitable. **We** will pay for lost fair rental income for the shortest time required to repair or replace the part rented or held for rental but not to exceed 12 months.
- c) **We** will pay the reasonable and necessary increase in living expenses and the lost fair rental income for up to two weeks should civil authorities prohibit the use of the **residence premises** due to a loss at a neighboring premises caused by a peril **we** insure against.

These periods of time are not limited by the termination of this policy.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

2. Credit Card, Bank Fund Transfer Card, Check Forgery and Counterfeit Money

We will pay for loss:

- a) that an **insured person** is legally required to pay for the unauthorized use of any credit card or bank fund transfer card issued to or registered in the name of an **insured person**;
- b) caused by forgery or alteration of a check or negotiable instrument made or drawn upon an **insured person's** account;
- c) to an **insured person** through acceptance in good faith of counterfeit United States or Canadian paper currency.

Our maximum limit of liability for any one loss is \$1,000. All loss due to forgery or unauthorized use by or involving any one person is considered one loss.

We do not cover:

- a) loss arising from any **business** of an **insured person**;
- b) loss caused by or at the direction of an **insured person** or any other person who has been entrusted with any credit card or bank fund transfer card;
- c) loss arising out of dishonesty of an **insured person**.

When loss is discovered, the **insured person** must give **us** immediate written notice. If the loss involves a credit card, charge plate or bank fund transfer card, the **insured person** must also give immediate written notice to the company or bank that issued the card or plate. Failure to comply with the terms and conditions of the card or plate voids this protection.

We will pay only for loss occurring during the policy period, including those losses discovered and reported to **us** within one year after the policy has terminated. **We** have the right to investigate and settle any claim or suit as **we** deem appropriate. Full payment of

the amount of insurance for any one loss ends **our** obligation under each claim or suit arising from the loss.

We will defend any suit brought against an **insured person** for the enforcement of payment covered under paragraph 2(a) of this protection. The defense will be at **our** expense, with counsel of **our** choice.

We have the option to defend an **insured person** or the **insured person's** bank against a suit for the enforcement of payment covered under paragraph 2(b) of this protection. The defense will be at **our** expense, with counsel of **our** choice.

No deductible applies to this protection.

3. Debris Removal

We will pay reasonable expenses **you** incur to remove debris of covered property damaged by a loss **we** cover. If the loss to the covered property and the cost of debris removal are more than the limit of liability shown on the Policy Declarations for the covered property, **we** will pay up to an additional 5% of that limit for debris removal.

4. Emergency Removal of Property

We will pay for sudden and accidental direct physical loss to covered property from any cause while removed from a premises because of danger from a loss **we** cover. Protection is limited to a 30-day period from date of removal. This protection does not increase the limit of liability that applies to the covered property.

5. Fire Department Charges

We will pay up to \$500 for service charges made by fire departments called to protect **your** property from a loss **we** cover at the **residence premises**.

No deductible applies to this protection.

6. Temporary Repairs After a Loss

We will reimburse **you** up to \$5000 for the reasonable and necessary cost **you** incur for temporary repairs to protect covered property from further imminent covered loss following a loss **we** cover. This coverage does not increase the limit of liability applying to the property being repaired.

7. Trees, Shrubs, Plants and Lawns

We will pay up to an additional 5% of the limit of liability shown on the Policy Declarations under **Coverage A — Dwelling Protection** for loss to trees, shrubs, plants and lawns at the address of the **residence premises**. **We** will not pay more than \$500 for any one tree, shrub, or plant including expenses incurred for removing debris. This coverage applies only to direct physical loss caused by fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned by an occupant of the **residence premises**, vandalism or malicious mischief, theft or collapse of a **building structure** or any part of a **building structure**.

We will pay up to \$500 for reasonable expenses **you** incur for the removal of debris of trees at the address of the **residence premises** for direct physical loss caused by windstorm, hail, or weight of ice, snow or sleet. The fallen tree must have caused damage to property covered under **Coverage A — Dwelling Protection** or **Coverage B — Other Structures Protection**.

We do not cover trees, shrubs, plants, or lawns grown for **business** purposes.

8. Temperature Change

We will pay for loss to covered personal property in a **building structure** at the **residence premises** resulting from a change in temperature. The change in temperature must result from a covered loss to the **building structure**.

This coverage does not increase the limit of liability applying to the damaged property.

9. Power Interruption

We will pay up to \$500 for any one loss to the contents of freezers and refrigerated units on the **residence premises** caused by the interruption of power which occurs off the **residence premises**. If a power interruption is known to an **insured person**, all reasonable means must be used to protect the contents of freezers and refrigerated units.

This coverage does not increase the limit of liability applying to the damaged property.

10. Building Codes

We will pay up to 10% of the amount of insurance shown on the Policy Declarations under **Coverage A — Dwelling Protection** to comply with local building codes after a covered loss to the **dwelling** and when repair or replacement results in increased cost due to the enforcement of building codes, ordinances or laws regulating the construction, reconstruction, maintenance, repair or demolition of the **dwelling**.

11. Arson Reward

We will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to property covered under **Section I** of this policy. The \$5,000 limit applies regardless of the number of persons providing information.

12. Collapse

We will cover:

- a) the entire collapse of a covered **building structure**;
- b) the entire collapse of part of a covered **building structure**; and
- c) direct physical loss to covered property caused by (a) or (b) above.

For coverage to apply, the collapse of a **building structure** specified in (a) or (b) above must be a sudden and accidental direct physical loss caused by one or more of the following:

- a) a loss we cover under **Section I, Coverage C — Personal Property Protection**;
- b) hidden decay of the **building structure**;
- c) hidden damage to the **building structure** caused by insects or vermin;
- d) weight of persons, animals, equipment or contents;
- e) weight of rain or snow which collects on a roof;
- f) defective methods or materials used in construction, repair, remodeling or renovation, but only if the collapse occurs in the course of such construction, repair, remodeling or renovation.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This protection does not change the limit of liability that applies to the covered property.

13. Land

If a sudden and accidental direct physical loss results in both a covered loss to the **dwelling**, other than the breakage of glass or safety glazing material, and a loss to land stability, we will pay up to \$10,000 as an additional amount of insurance for repair costs associated with the land. This includes the costs required to replace, rebuild, stabilize or otherwise restore the land necessary to support that part of the **dwelling** sustaining the covered loss.

The **Section I — Losses We Do Not Cover Under Coverages A and B** reference to earth movement does not apply to the loss of land stability provided under this Additional Protection.

14. Lock Replacement

Coverage A — Dwelling Protection is extended to include reasonable expenses **you** incur to replace or re-key exterior door locks at the **residence premises** with locks or cylinders of like kind and quality. Coverage is provided when a key to a lock is stolen as part of a covered theft loss. The limit of liability under this coverage following any one theft loss is \$500.

Section I Conditions**1. Deductible**

We will pay when a covered loss exceeds the deductible shown on the Policy Declarations. **We** will then pay only the excess amount, unless **we** have indicated otherwise in this policy.

2. Insurable Interest and Our Liability

In the event of a covered loss, **we** will not pay for more than an **insured person's** insurable interest in the property covered, nor more than the amount of coverage afforded by this policy.

3. What You Must Do After a Loss

In the event of a loss to any property that may be covered by this policy, **you** must:

- a) promptly give **us** or **our** agent notice. Report any theft to the police as soon as possible. If the loss involves a credit card, charge plate or bank fund transfer card, give written notice to the company or bank that issued the card or plate.
- b) protect the property from further loss. Make any reasonable repairs necessary to protect it. Keep an accurate record of any repair expenses.
- c) separate damaged from undamaged personal property. Give **us** a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost, actual cash value and the amount of loss claimed.

- d) give **us** all accounting records, bills, invoices and other vouchers, or certified copies, which **we** may reasonably request to examine and permit **us** to make copies.
- e) produce receipts for any increased costs to maintain **your** standard of living while **you** reside elsewhere, and records supporting any claim for loss of rental income.
- f) as often as **we** reasonably require:
 - 1) show **us** the damaged property.
 - 2) at **our** request, submit to examinations under oath, separately and apart from any other person defined as **you** or **insured person** and sign a transcript of the same.
 - 3) produce representatives, employees, members of the insured's household or others to the extent it is within the insured person's power to do so; and
- g) within 60 days after the loss, give **us** a signed, sworn proof of the loss. This statement must include the following information:
 - 1) the date, time, location and cause of loss;
 - 2) the interest **insured persons** and others have in the property, including any encumbrances;
 - 3) the actual cash value and amount of loss for each item damaged, destroyed or stolen;
 - 4) any other insurance that may cover the loss;
 - 5) any changes in title, use, occupancy or possession of the property that have occurred during the policy period;
 - 6) at **our** request, the specifications of any damaged **building structure** or other structure;
 - 7) evidence supporting any claim under the Credit Card, Bank Fund Transfer Card, Check Forgery and

Counterfeit Money protection. State the cause and amount of loss.

provision applies, and the property is not excluded from the Personal Property Reimbursement provision.

4. Our Settlement Options

In the event of a covered loss, we have the option to:

- a) repair, rebuild or replace all or any part of the damaged, destroyed or stolen property with property of like kind and quality within a reasonable time; or
- b) pay for all or any part of the damaged, destroyed or stolen property as described in Condition 6 "How We Pay For a Loss."

Within 30 days after we receive your signed, sworn proof of loss we will notify you of the option or options we intend to exercise.

b) Actual Cash Value

If you do not repair or replace the damaged, destroyed or stolen property, payment will be on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the limit of liability shown on the Policy Declarations for the coverage that applies to the damaged, destroyed or stolen property, regardless of the number of items involved in the loss.

You may make claim for additional payment as described in paragraph "c" and paragraph "d" if you repair or replace the damaged, destroyed or stolen covered property within 180 days of the actual cash value payment.

5. How We Pay For A Loss

Under Coverage A — Dwelling Protection, Coverage B — Other Structures Protection and Coverage C — Personal Property Protection, payment for covered loss will be by one or more of the following methods:

a) Special Payment

At our option, we may make payment for a covered loss before you repair, rebuild or replace the damaged, destroyed or stolen property if:

- 1) the whole amount of loss for property covered under Coverage A — Dwelling Protection and Coverage B — Other Structures Protection, without deduction for depreciation, is less than \$2,500 and if the property is not excluded from the Building Structure Reimbursement provision, or;
- 2) the whole amount of loss for property covered under Coverage C — Personal Property Protection without deduction for depreciation, is less than \$2,500 and if your Policy Declarations shows that the Personal Property Reimbursement

c) Building Structure Reimbursement

Under Coverage A — Dwelling Protection and Coverage B — Other Structures Protection, we will make additional payment to reimburse you for cost in excess of actual cash value if you repair, rebuild or replace damaged, destroyed or stolen covered property within 180 days of the actual cash value payment. This additional payment includes the reasonable and necessary expense for treatment or removal and disposal of contaminants, toxins or pollutants as required to complete repair or replacement of that part of a building structure(s) damaged by a covered loss.

Building Structure Reimbursement will not exceed the smallest of the following amounts:

- 1) the replacement cost of the part(s) of the building structure(s) for like kind and quality construction, for similar use, on the same premises;

- 2) the amount actually and necessarily spent to repair or replace the damaged building structure(s) with like kind and quality construction, for similar use, on the same premises; or
- 3) the limit of liability applicable to the **building structure(s)** as shown on the Policy Declarations for **Coverage A — Dwelling Protection** or **Coverage B — Other Structures Protection**, regardless of the number of **building structures** and structures other than **building structures** involved in the loss.

If you replace the damaged **building structure(s)** at an address other than shown on the Policy Declarations through construction of a new structure or purchase of an existing structure, such replacement will not increase the amount payable under Building Structure Reimbursement described above. The amount payable under Building Structures Reimbursement described above does not include the value of any land associated with the replacement structure(s).

Building Structure Reimbursement payment will be limited to the difference between any actual cash value payment made for the covered loss to **building structures** and the smallest of 1), 2) or 3) above.

Building Structure Reimbursement will not apply to:

- 1) property covered under **Coverage C — Personal Property Protection**;
- 2) property covered under **Coverage B — Other Structures Protection** that is not a **building structure**;
- 3) wall-to-wall carpeting, fences, awnings and outdoor antennas whether or not fastened to a **building structure**; or
- 4) land.

Payment under "a", "b", "c" above will not include any increased cost due to the enforcement of building codes, ordinances or

laws regulating the construction, reconstruction, maintenance, repair, relocation or demolition of **building structures** or other structures except as provided under **Section I, Additional Protection 10, — Building Codes**.

- d) **Personal Property Reimbursement Under Coverage C — Personal Property Protection**, we will make additional payment to reimburse you for cost in excess of actual cash value if you repair, rebuild or replace damaged, destroyed or stolen covered personal property or wall-to-wall carpeting within 180 days of the actual cash value payment.

Personal Property Reimbursement payment will not exceed the smallest of the following amounts:

- 1) the amount actually and necessarily spent to repair or replace the property with similar property of like kind and quality;
- 2) the cost of repair or restoration; or
- 3) the limit of liability shown on the Policy Declarations for **Coverage C — Personal Property Protection**, or any special limit of liability described in the policy, regardless of the number of items of personal property involved in the loss.

Personal Property Reimbursement will be limited to the difference between any actual cash value payment made for the covered loss to personal property and the smallest of 1), 2), or 3) above.

Personal Property Reimbursement will not apply to:

- 1) property insured under **Coverage A — Dwelling Protection** and **Coverage B — Other Structures Protection**, except wall-to-wall carpeting;
- 2) antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced;

- 3) articles whose age or history contribute substantially to their value. This includes but is not limited to memorabilia, souvenirs and collector's items; or
- 4) property that was obsolete or unusable for the originally intended purpose because of age or condition prior to the loss.

6. Our Settlement Of Loss

We will settle any covered loss with **you** unless another payee is named in the policy. **We** will settle within 60 days after the amount of loss is finally determined. This amount may be determined by an agreement between **you** and **us**, an appraisal award, or a court judgment.

7. Appraisal

If **you** and **we** fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the state where the **residence premises** is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to **you** and to **us**, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by any two will determine the amount of loss.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses.

8. Abandoned Property

We are not obligated to accept any property or responsibility for any property abandoned by an **insured person**.

9. Permission Granted To You

- a) The **residence premises** may be vacant or unoccupied for any length of time, except where a time limit is indicated in this policy for specific perils. A **building structure** under construction is not considered vacant.
- b) **You** may make alterations, additions or repairs, and **you** may complete structures under construction.

10. Our Rights to Recover Payment

When **we** pay for any loss, an **insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **insured person** must protect these rights and help **us** enforce them. **You** may waive **your** rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of loss.

11. Our Rights to Obtain Salvage

We have the option to take all or any part of the damaged or destroyed covered property upon replacement by **us** or payment of the agreed or appraised value.

We will notify **you** of **our** intent to exercise this option within 30 days after **we** receive **your** signed, sworn proof of loss.

When **we** settle any loss caused by theft or disappearance, **we** have the right to obtain all or part of any property which may be recovered. An **insured person** must protect this right and inform **us** of any property recovered. **We** will inform **you** of **our** intent to exercise this right within 10 days of **your** notice of recovery to **us**.

12. Suit Against Us

No suit or action may be brought against us unless there has been full compliance with all policy terms. Any suit or action must be brought within two years after the inception of loss or damage.

13. Loss to a Pair or Set

If there is a covered loss to a pair or set, we may:

- a) repair or replace any part of the pair or set to restore it to its actual cash value before the loss; or
- b) pay the difference between the actual cash value of the pair or set before and after the loss.

14. Glass Replacement

Payment for loss to covered glass includes the cost of using safety glazing materials when required by law.

15. No Benefit to Bailee

This insurance will not benefit any person or organization who may be caring for or handling **your** property for a fee.

16. Other Insurance

If both this insurance and other insurance apply to a loss, we will pay the proportionate amount that this insurance bears to the total amount of all applicable insurance. However, in the event of a loss by theft, this insurance shall be excess over any other insurance that covers loss by theft.

17. Property Insurance Adjustment

When the Policy Declarations indicates that the Property Insurance Adjustment Condition applies:

The limit of liability shown on the Policy Declarations for **Coverage A — Dwelling Protection** will be revised at each policy anniversary to reflect the rate of change in the Index identified on the Policy Declarations.

The limit of liability for **Coverage A — Dwelling Protection** for the succeeding premium period will be determined by changing the existing limit in proportion to the change in the Index between the time the existing limit was established and the time the change is made. The resulting amount will be rounded to the nearest \$1,000.

Adjustment in the limit of liability for **Coverage A — Dwelling Protection** will result in an adjustment in the limit of liability for **Coverage B — Other Structures Protection** and **Coverage C — Personal Property Protection** in accordance with the Allstate manual of Rules and Rates.

We will not reduce the limit of liability shown on the Policy Declarations without **your** consent.

Any adjustment in premium resulting from the application of this condition will be made based on premium rates in use by Allstate at the time a change in limits is made.

Allstate has the right to change to another cost index or to withdraw this condition as of a policy anniversary date by giving **you** at least 30 days notice. This applies only if the change or withdrawal applies to all similar policies issued by Allstate in **your** state.

18. Mortgagee

A covered loss will be payable to the mortgagees named on the Policy Declarations, to the extent of their interest and in the order of precedence. All provisions of **Section I** of this policy apply to these mortgagees.

We will:

- a) protect the mortgagee's interest in a covered **building structure** in the event of an increase in hazard, intentional or criminal acts of, or directed by, an **insured person**, failure by any **insured**

person to take all reasonable steps to save and preserve property after a loss, a change in ownership, or foreclosure if the mortgagee has no knowledge of these conditions; and

- b) give the mortgagee at least 10 days notice if we cancel this policy.

The mortgagee will:

- a) furnish proof of loss within 60 days after notice of the loss if an insured person fails to do so;
- b) pay upon demand any premium due if an insured person fails to do so;
- c) notify us in writing of any change of ownership or occupancy or any increase in hazard of which the mortgagee has knowledge;
- d) give us the mortgagee's right of recovery against any party liable for loss; and
- e) after a loss, and at our option, permit us to satisfy the mortgage requirements and receive full transfer of the mortgage.

This mortgagee interest provision shall apply to any trustee or loss payee or other secured party.

Section II — Family Liability and Guest Medical Protection

Coverage X Family Liability Protection

Losses We Cover Under Coverage X:

Subject to the terms, conditions and limitations of this policy, Allstate will pay damages which an insured person becomes legally obligated to pay because of bodily injury or property damage arising from an occurrence to which this policy applies, and is covered by this part of the policy. We are not obligated to pay any claim or judgment after we have exhausted our limit of liability.

If an insured person is sued for these damages, we will provide a defense at our expense with counsel of our choice, even if the allegations are groundless, false or fraudulent. We may investigate or settle any claim or suit for covered damages against an insured person.

Losses We Do Not Cover Under Coverage X:

1. We do not cover any bodily injury or property damage intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, an insured person.

This exclusion applies regardless of whether or not such insured person is actually charged with, or convicted of a crime.

2. We do not cover bodily injury to an insured person or property damage to property owned by an insured person whenever any benefit of this coverage would accrue directly or indirectly to an insured person.
3. We do not cover bodily injury to any person eligible to receive benefits required to be provided or voluntarily provided by an insured person under any workers' compensation, non-occupational disability or occupational disease law.
4. We do not cover bodily injury or property damage arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of aircraft.
5. We do not cover bodily injury or property damage arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motor vehicle or trailer. However, this exclusion does not apply to:
 - a) a motor vehicle in dead storage or used exclusively on an insured premises;

- b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from an **insured premises**;
- c) a motorized wheel chair;
- d) a vehicle used to service an **insured premises** which is not designed for use on public roads and not subject to motor vehicle registration;
- e) a golf cart owned by an **insured person** when used for golfing purposes;
- f) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
- g) lawn and garden implements under 40 horsepower;
- h) **bodily injury to a residence employee.**

6. **We do not cover bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of watercraft away from an **insured premises** if the watercraft:

- a) has inboard or inboard-outboard motor power of more than 50 horsepower;
- b) is a sailing vessel 26 feet or more in length;
- c) is powered by one or more outboard motors with more than 25 total horsepower;
- d) is designated as an airboat, air cushion, or similar type of watercraft; or
- e) is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.

This exclusion does not apply to **bodily injury to a residence employee.**

- 7. **We do not cover bodily injury or property damage** arising out of:
 - a) the negligent supervision by an **insured person** of any person; or

- b) any liability statutorily imposed on any **insured person**

arising from the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft, watercraft, motor vehicle or trailer which is not covered under **Section II** of this policy.

8. **We do not cover bodily injury or property damage** arising out of the rendering of, or failure to render, professional services by an **insured person.**

9. **We do not cover bodily injury or property damage** arising out of the past or present business activities of an **insured person.**

We do cover the occasional or part-time business activities of an insured person who is a student under 21 years of age.

10. **We do not cover bodily injury or property damage** arising out of any premises, other than an **insured premises**, owned, rented or controlled by an **insured person.** This exclusion does not apply to **bodily injury to a residence employee.**

11. **We do not cover property damage** to property rented to, occupied or used by, or in the care of, an **insured person.** This exclusion does not apply if the **property damage** is caused by fire, explosion or smoke.

12. **We do not cover any liability an insured person assumes** arising out of any contract or agreement.

13. **We do not cover bodily injury or property damage** caused by war or warlike acts, including, but not limited to insurrection, rebellion or revolution.

Coverage Y
Guest Medical Protection

Losses We Cover Under Coverage Y:

Allstate will pay the reasonable expenses incurred for necessary medical, surgical, x-ray and dental services; ambulance, hospital, licensed nursing and funeral services; and prosthetic devices, eye glasses, hearing aids, and pharmaceuticals. These expenses must be incurred and the services performed within three years from the date of an **occurrence** causing **bodily injury** to which this policy applies, and is covered by this part of the policy.

Each person who sustains **bodily injury** is entitled to this protection when that person is:

1. on the **insured premises** with the permission of an **insured person**; or
2. off the **insured premises**, if the **bodily injury**:
 - a) arises out of a condition on the **insured premises** or immediately adjoining ways;
 - b) is caused by the activities of an **insured person** or a **residence employee**;
 - c) is caused by an animal owned by or in the care of an **insured person**; or
 - d) is sustained by a **residence employee**.

Losses We Do Not Cover Under Coverage Y:

1. We do not cover any **bodily injury** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, an **insured person**.

This exclusion applies regardless of whether or not such **insured person** is actually charged with, or convicted of a crime.

2. We do not cover **bodily injury** to any **insured person** or regular resident of the **insured premises**. However, this exclusion does not apply to a **residence employee**.

3. We do not cover **bodily injury** to any person eligible to receive any benefits voluntarily provided, or required to be provided, under any workers' compensation, non-occupational disability or occupational disease law.
4. We do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of aircraft.
5. We do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any motor vehicle or trailer. However, this exclusion does not apply to:
 - a) a motor vehicle in dead storage or used exclusively on an **insured premises**;
 - b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from an **insured premises**;
 - c) a motorized wheel chair;
 - d) a vehicle used to service an **insured premises** which is not designed for use on public roads and not subject to motor vehicle registration;
 - e) a golf cart owned by an **insured person** when used for golfing purposes;
 - f) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
 - g) lawn or garden implements under 40 horsepower;
 - h) **bodily injury** to a **residence employee**.
6. We do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of watercraft away from an **insured premises** if the watercraft:
 - a) has inboard or inboard-outboard motor power of more than 50 horsepower;

- b) is a sailing vessel 26 feet or more in length;
- c) is powered by one or more outboard motors with more than 25 total horsepower;
- d) is designated as an airboat, air cushion, or similar type of watercraft; or
- e) is a personal watercraft, meaning a craft propelled by a water jet pump engine and designed to be operated by a person or persons sitting, standing or kneeling on the craft.

This exclusion does not apply to **bodily injury** to a **residence employee**.

- 7. **We do not cover bodily injury** arising out of:
 - a) the negligent supervision by any **insured person** of any person; or
 - b) any liability statutorily imposed on any insured person

arising from the ownership, maintenance, use, occupancy, renting, loaning, entrusting, loading or unloading of any aircraft, watercraft, motorized land vehicle or trailer which is not covered under **Section II** of this policy.

- 8. **We do not cover bodily injury** arising out of the rendering of, or failure to render professional services by, an **insured person**.
- 9. **We do not cover bodily injury** arising out of the past or present **business** activities of an **insured person**.

We do cover the occasional or part-time **business** activities of an **insured person** who is a student under 21 years of age.

- 10. **We do not cover bodily injury** to any person on the **insured premises** because of a **business** activity or professional service conducted there.

- 11. **We do not cover bodily injury** arising out of any premises, other than an **insured premises**, owned, rented or controlled by an **insured person**. This exclusion does not apply to **bodily injury** to a **residence employee**.
- 12. **We do not cover bodily injury** caused by war or warlike acts, including, but not limited to insurrection, rebellion, or revolution.

Additional Protection

We will pay, in addition to the limits of liability:

1. Claim Expenses

We will pay:

- a) all costs **we** incur in the settlement of any claim or the defense of any suit against an **insured person**;
- b) interest accruing on damages awarded until such time as **we** have paid, formally offered, or deposited in court the amount for which **we** are liable under this policy; interest will be paid only on damages which do not exceed **our** limits of liability;
- c) premiums on bonds required in any suit **we** defend; **we** will not pay bond premiums in an amount that is more than **our** limit of liability; **we** have no obligation to apply for or furnish bonds;
- d) up to \$250 per day for loss of wages and salary, when **we** ask **you** to attend trials and hearings;
- e) any other reasonable expenses incurred by an **insured person** at **our** request.

2. Emergency First Aid

We will pay reasonable expenses incurred by an **insured person** for first aid to other persons at the time of an accident involving **bodily injury** covered under this policy.

3. Damage to Property of Others

At **your** request, **we** will pay up to \$1000 each time an **insured person** causes

property damage to someone else's property. At our option, we will pay the cost to either repair or replace the property damaged by an **insured person**, without deduction for depreciation.

We will not pay for property damage:

- a) to property covered under **Section I** of this policy;
- b) to property intentionally damaged by an **insured person** who has attained the age of 13;
- c) to property owned by or rented to an **insured person**, any tenant of an **insured person**, or any resident in your household; or
- d) arising out of:
 - 1) past or present **business** activities;
 - 2) any act or omission in connection with a premises, other than an **insured premises**, owned, rented or controlled by an **insured person**; or
 - 3) the ownership or use of a motorized land vehicle, trailer, aircraft or watercraft.

Section II Conditions

1. What You Must Do After An Accidental Loss

In the event of **bodily injury** or **property damage**, you must do the following:

- a) Promptly notify us or our agent stating:
 - 1) your name and policy number;
 - 2) the date, the place and the circumstances of the loss;
 - 3) the name and address of anyone who might have a claim against an **insured person**;
 - 4) the names and addresses of any witnesses.
- b) Promptly send us any legal papers relating to the accident.
- c) At our request, an **insured person** will:
 - 1) cooperate with us and assist us in any matter concerning a claim or suit;

- 2) help us enforce any right of recovery against any person or organization who may be liable to an **insured person**;
- 3) attend any hearing or trial.

- d) Under the **Damage to Property of Others** protection, give us a sworn statement of the loss. This must be made within 60 days after the date of loss. Also, an **insured person** must be prepared to show us any damaged property under that person's control.

Any **insured person** will not voluntarily pay any money, assume any obligations or incur any expense, other than for first aid to others at the time of the loss as provided for in this policy.

2. What an Injured Person Must Do —

Coverage Y — Guest Medical Protection

If someone is injured, that person, or someone acting for that person, must do the following:

- a) Promptly give us written proof of the loss. If we request, this must be done under oath.
- b) Give us written authorization to obtain copies of all medical records and reports.
- c) Permit doctors we select to examine the injured person as often as we may reasonably require.

3. Our Payment of Loss — Coverage Y — Guest Medical Protection

We may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by us or an **insured person**.

4. Our Limits of Liability

Regardless of the number of **insured persons**, injured persons, claims, claimants or policies involved, our total liability under the **Coverage X — Family Liability Protection** for damages resulting from one

occurrence will not exceed the limit shown on the Policy Declarations. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to the same general conditions is considered the result of one **occurrence**.

Our total liability under **Coverage Y — Guest Medical Protection** for all medical expenses payable for **bodily injury**, to any one person, shall not exceed the "each person" limit shown on the Policy Declarations.

5. **Bankruptcy**
We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an **insured person**.
6. **Our Rights to Recover Payment — Coverage X — Family Liability Protection**
When we pay any loss, an **insured person's** right to recover from anyone else becomes ours up to the amount we have paid. An **insured person** must protect these rights and help us enforce them.
7. **Suit Against Us**
 - a) No suit or action can be brought against us unless there has been full compliance with all the terms of this policy.
 - b) No suit or action can be brought against us under **Coverage X — Family Liability Protection** until the obligation of an **insured person** to pay is finally determined either by judgment against the **insured person** after actual trial, or by written agreement of the **insured person**, injured person, and us.
 - c) No one shall have any right to make us a party to a suit to determine the liability of an **insured person**.
8. **Other Insurance — Coverage X — Family Liability Protection**
This insurance is excess over any other valid and collectible insurance except insurance

that is written specifically as excess over the limits of liability that apply to this policy.

Section III — Optional Protection

Optional Coverages You May Buy

The following Optional Coverages may supplement coverages found in **Section I** or **Section II** and apply only when they are indicated on the Policy Declarations. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms of the specific Optional Coverage.

1. **Coverage BP**
Increased Coverage on Business Property
The \$2,000 limitation on **business** property located on the **residence** premises, under **Coverage C — Personal Property Protection**, is increased to the amount shown on the Policy Declarations. This increased coverage includes property held as samples or for sale or delivery after sale, while the property is on the **residence** premises.
2. **Coverage DP**
Increased Coverage on Electronic Data Processing Equipment
The \$5,000 limitation on electronic data processing equipment under **Coverage C — Personal Property Protection**, and the recording or storage media used with that equipment, is increased to the amount shown on the Policy Declarations.
3. **Coverage F**
Fire Department Charges
The \$500 limit applying to the fire department service charges under **Additional Protection** is increased to the amount shown on the Policy Declarations.

4. Coverage G

Loss Assessments

If your residence premises includes a building structure which is constructed in common with one or more similar buildings, and you are a member of, and subject to the rules of, an association governing the areas held in common by all building owners as members of the association, the insured premises means the building structure occupied exclusively by your household as a private residence, including the grounds, related structures and private approaches to them.

We will pay your share of any special assessments charged against all building owners by the association up to the limit of liability shown on the Policy Declarations, when the assessment is made as a result of:

- a) sudden and accidental direct physical loss to the property held in common by all building owners caused by a loss we cover under Section I of this policy; or
- b) bodily injury or property damage covered under Section II of this policy.

Any reduction or elimination of payments for losses because of any deductible applying to the insurance coverage of the association of building owners collectively is not covered under this protection.

Allstate will pay only when the assessment levied against the insured person, as a result of any one loss, for bodily injury or property damage exceeds \$250 and then only for the amount of such excess. This coverage is not subject to any deductible applying to Section I of this policy.

In the event of an assessment, this coverage is subject to all the exclusions applicable to Sections I and II of this policy and the Sections I and II Conditions, except as otherwise noted.

This coverage is excess over any insurance collectible under any policy or policies covering the association of building owners.

5. Coverage J

Extended Coverage on Jewelry, Watches and Furs

Coverage C — Personal Property Protection is extended to pay for sudden and accidental direct physical loss to the following property, subject to the provisions in this coverage:

- a) jewelry, watches, gems, precious and semi-precious stones, gold, platinum; and
- b) furs, including any item containing fur which represents its principal value.

The total amount of coverage and per item limit is shown on the Policy Declarations. This amount is not in addition to the amount of insurance applying to Coverage C — Personal Property Protection. However, in no event will coverage be less than would have applied in the absence of Coverage J.

We do not cover loss caused by or consisting of:

- a) intentional or criminal acts of or act the direction of any insured person, if the loss that occurs:
 - 1) may be reasonably expected to result from such acts; or
 - 2) is the intended result of such acts.
- b) wear and tear, gradual deterioration, inherent vice, insects or vermin;
- c) nuclear action, meaning nuclear reaction, discharge, radiation or radioactive contamination or any consequence of any of these. Loss caused by nuclear action is not considered a loss by fire, explosion or smoke.

We do cover sudden and accidental direct physical loss by fire resulting from nuclear action.

- d) war or warlike acts, including, but not limited to insurrection, rebellion or revolution.
- e) failure by any **insured person** to take all reasonable steps to preserve property during and after a loss or when the property is endangered by a cause of loss we cover.

Any deductible shown on the Policy Declarations applicable to **Coverage C — Personal Property Protection**, also applies to a loss under this coverage.

6. **Coverage K**

Incidental Office, Private School or Studio

- a) The \$2000 limit applying to property used or intended for use in a **business** under **Coverage C — Personal Property Protection** does not apply to equipment, supplies and furnishings used in a described office, private school or studio at **your residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.

The **Coverage K** limits are shown on the Policy Declarations. The first limit applies to property on the **residence premises**. The second limit applies to property while away from the **residence premises**. These limits are not in addition to **Coverage C — Personal Property Protection, Limitations On Certain Personal Property** on property used or intended for use in a **business**. The increased coverage does not include property held for sample, sale or delivery after sale.

- b) **Coverage X — Family Liability Protection** and **Coverage Y — Guest Medical Protection** are extended to cover a described office, private school or studio occupied by an **insured person**. The occupancy of the described

property shall not be considered a **business**.

We do not cover **bodily injury** to:

- a) any employee other than a **residence employee**; or
- b) any person arising out of corporal punishment administered by or at the direction of an **insured person**.

7. **Coverage M**

Increased Coverage on Money

The \$200 limitation on money, bullion, bank notes, coins and other numismatic property under **Coverage C — Personal Property Protection** is increased to the amount shown on the Policy Declarations.

8. **Coverage P**

Business Pursuits

Coverage X — Family Liability Protection and **Coverage Y — Guest Medical Protection** are extended to cover specified business pursuits of an **insured person**.

We do not cover:

- a) **bodily injury or property damage** arising out of the **business** pursuits of an **insured person** when the **business** is owned or financially controlled by the **insured person**.

This also means a partnership or joint venture of which an **insured person** is a partner or member;

- b) **bodily injury or property damage** arising out of the rendering or failure to render a professional service of any nature, other than teaching;
- c) **bodily injury** to a fellow employee of an **insured person** arising out of and in the course of employment;
- d) **bodily injury or property damage** when an **insured person** is a member of a teaching staff or faculty of any school or college and the **bodily injury or property damage** arises out of the maintenance

or use of saddle animals, vehicles used with saddle animals, motorized land vehicles, aircraft or watercraft when owned, hired or operated by an **insured person** or used for the purpose of instruction; or

- e) **bodily injury** to any person arising out of corporal punishment administered by or at the direction of an **insured person** when an **insured person** is a member of the teaching staff or faculty of any school of instruction.

9. **Coverage R**

Additional Dwelling Rented To Others

The **Family Liability Protection** coverage and **Guest Medical Protection** coverage are extended to cover a one, two, three or four family dwelling rented to others. The definition of **insured premises** is amended to include the designated rented dwelling.

10. **Coverage S**

Increased Coverage on Securities

The \$1,000 limitation on accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, securities, tickets, or stamps, including philatelic property, covered under **Coverage C — Personal Property Protection**, is increased to the amount shown on the Policy Declarations.

11. **Coverage SD**

Satellite Dish Antennas

Coverage C — Personal Property Protection is extended to pay for sudden and accidental

direct physical loss to satellite dish antennas and their systems on **your residence premises**, subject to the provisions of **Coverage C — Personal Property Protection**.

The amount of coverage is shown on the Policy Declarations.

12. **Coverage SE**

Portable Cellular

Communication Systems

Coverage C — Personal Property Protection

is extended to portable cellular communication systems in or upon a motorized land vehicle or watercraft. This coverage applies only to portable systems that can be powered by electricity from a motorized land vehicle or watercraft. Coverage applies whether or not the portable cellular communication system is used in a **business**.

The amount of coverage is shown on the Policy Declarations.

13. **Coverage ST**

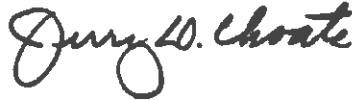
Increased Coverage on Theft Of Silverware

The \$2,500 limitation on theft of silverware, pewterware and goldware under **Coverage C — Personal Property Protection** is increased to the amount shown on the Policy Declarations.

IN WITNESS WHEREOF, Allstate has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois, and, if required by state law, this policy shall not be binding unless countersigned on the Declarations Page by an authorized agent of Allstate.



Secretary



President,
Personal Property & Casualty

Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

Amendatory Endorsement – AP4577

In Section I—Conditions, the **Property Insurance Adjustment** provision is replaced by the following:

Property Insurance Adjustment

When the Policy Declarations indicates that the Property Insurance Adjustment condition applies, you agree that, at each policy anniversary, we may increase the limit of liability shown on the Policy Declarations for **Coverage A—Dwelling Protection** to reflect the rate of change in the Index identified in the "Important Payment and Coverage Information" section of the Policy Declarations. The limit of liability for **Coverage A—Dwelling Protection** for the succeeding premium period will be determined by changing the existing limit in proportion to the change in the Index between the time the existing limit was established and the time the change is made. The resulting amount will be rounded to the nearest \$1000.

Any adjustment in the limit of liability for **Coverage A—Dwelling Protection** will result in an adjustment in the limit of liability for **Coverage B—Other Structures Protection** and **Coverage C—Personal Property Protection** in accordance with our manual of Rules and Rates.

Any adjustment in premium resulting from the application of this condition will be made based on premium rates in use by us at the time a change in limits is made.

We will not reduce the limit of liability shown on the Policy Declarations without your consent. You agree that it is your responsibility to ensure that each of the limits of liability shown on the Policy Declarations are appropriate for your insurance needs. If you want to increase or decrease any of the limits of liability shown on the Policy Declarations, you must contact us to request such a change.

We have the right to change to another cost index or to withdraw this condition as of a policy anniversary date by giving you at least 30 days notice. This applies only if the change or withdrawal applies to all similar policies issued by us in your state.

All other policy terms and conditions apply.

Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

This Endorsement Changes Your Policy — Keep It With Your Policy

New York Amendatory Endorsement

***Deluxe Homeowners Policy, Deluxe Plus Homeowners Policy,
Standard Homeowners Policy, Deluxe Select Value Policy, Standard Select
Value Homeowners Policy — AP497-2***

1. In the **General Provisions** section, the following changes are made:

A. The **Cancellation** provision is replaced by the following:

Cancellation

Your Right to Cancel:

You may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

Our Right to Cancel:

Allstate may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations. If **we** mail notice during the first 60 days this policy is in effect and this is not a renewal with **us**, **we** may cancel the policy for any reason.

If **we** mail notice after the first 60 days this policy is in effect, or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

- 1) non-payment of premium;
- 2) the policy was obtained by material misrepresentation, fraud or concealment of material facts;
- 3) material misrepresentation, fraud, or concealment of material fact in presenting a claim, or violation of any of the policy terms;
- 4) physical changes in the covered property that occur after the policy was issued or last renewed which makes the property uninsurable;
- 5) **you** or any occupant of the covered property has been convicted of a crime and one of the elements of that crime was an act increasing any hazard **we** cover, or
- 6) discovery of willful or reckless acts or omissions increasing any hazard **we** cover.

We will mail **you** notice at least 10 days in advance of cancellation if evidence of any of the following is present:

- 1) the policy was obtained by fraud, material misrepresentation, or concealment of material facts; or
- 2) arson.

If the cancellation is for non-payment of premium, **we** will mail **you** notice at least 15 days in advance. If the cancellation is for any other reason, **we** will mail **you** notice at least 30 days in advance.

Proof of our mailing the notice of cancellation to you will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

Our Right Not to Renew or Continue:

If we don't intend to renew or continue the policy, we will mail you notice at least 45 days, but not more than 60 days before the end of the policy period. Proof of our mailing the notice of nonrenewal to you will be deemed proof of notice.

- B. The **Concealment or Fraud** provision is replaced by the following:

Concealment or Fraud

Allstate has the right to cancel or non-renew your policy if it was obtained by fraud, material misrepresentation, or concealment of material facts, or if you intentionally conceal any material fact or circumstance before or after a loss. Furthermore, Allstate does not cover you or any other person insured under this policy who has concealed or misrepresented any material fact or circumstance, before or after a loss.

2. In the **Section I Conditions** section, the following changes are made:

- A. The following is added to the **What You Must Do After a Loss** provision:

Failure to give any notice required to be given by this policy within the time prescribed herein shall not invalidate any claim made by the insured person, injured person or any other claimant, unless the failure to provide timely notice has prejudiced us. However, failure to give any notice required to be given by this policy within the time prescribed herein, whether prejudicial to us or not, shall not invalidate any claim made by the insured person, an injured person or any other claimant if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible thereafter.

3. In the **Section II Conditions** section, the following changes are made:

- A. The following is added to the **What You Must Do After an Accidental Loss** provision:

Failure to give any notice required to be given by this policy within the time prescribed herein shall not invalidate any claim made by the insured person, injured person or any other claimant, unless the failure to provide timely notice has prejudiced us. However, failure to give any notice required to be given by this policy within the time prescribed herein, whether prejudicial to us or not, shall not invalidate any claim made by the insured person, an injured person or any other claimant if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible thereafter.

- B. The following is added to the **What an Injured Person Must Do — Coverage Y—Guest Medical Protection** provision:

Failure to give any notice required to be given by this policy within the time prescribed herein shall not invalidate any claim made by the **insured person**, injured person or any other claimant, unless the failure to provide timely notice has prejudiced **us**. However, failure to give any notice required to be given by this policy within the time prescribed herein, whether prejudicial to **us** or not, shall not invalidate any claim made by the **insured person**, an injured person or any other claimant if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible thereafter.

C. The **Suit Against Us** provision is replaced by the following:

Suit Against Us

- a) No suit or action can be brought against **us** unless there has been full compliance with all the terms of this policy.
- b) No suit or action can be brought against **us** under **Coverage X Family Liability Protection** until the obligation of an **insured person** to pay is determined either by final judgment against the **insured person** or by written agreement of the **insured person**, injured person, and **us**.
- c) No one shall have any right to make **us** a party to a suit to determine the liability of an **insured person**.
- d) If **we** deny coverage or disclaim liability based on the failure to provide timely notice, then the injured person or other claimant may bring a suit or action against **us** provided that:
 - 1) the suit or action is brought solely on the question of late notice; and
 - 2) **we** or an **insured person** have not, within 60 days of the denial of coverage or disclaimer of liability, brought a suit or action to declare the rights of the parties under this policy and named the injured person or other claimant as a party to this suit or action.

All other policy terms and conditions apply.

Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

This Endorsement Changes Your Policy— Keep It With Your Policy

Amendment of Policy Provisions — AP521

This endorsement amends all of the following Allstate Insurance Company and Allstate Indemnity Company policies: Standard Mobilehome, Deluxe Mobilehome, Farmer's Comprehensive Personal Liability, Comprehensive Personal Liability, Residential Fire, Standard Homeowners, Deluxe Homeowners, Deluxe Plus Homeowners, Deluxe Select Value Homeowners, Standard Select Value Homeowners, Renters, Landlord Package Policy, Condominium Owners, Co-Op Owners, Boatowners, and Recreational Package Policy. This endorsement is in addition to all other endorsements which apply to these policies.

It is agreed that the following changes are made to the **General** provisions:

A. The following provision is added:

Conditional Reinstatement

If **we** mail a cancellation notice because **you** didn't pay the required premium when due and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation, **your** policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives the cancellation or reinstates coverage is void. This means that **Allstate** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

B. Under the provision titled **Cancellation**, the following is added:

Any unearned premium amounts under \$2.00 will be refunded only upon **your** request.

Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

This Endorsement Changes Your Policy— Keep It With Your Policy

New York Deductible for Severe Hurricanes Endorsement — AP585-1

It is agreed that your policy is amended as follows:

- I. In the **General** section of the policy, under **Definitions Used In This Policy**, the following definitions are added:

"Hurricane" means a weather system declared at any time during its existence by the **National Weather Service** to be a **"hurricane."**

"National Weather Service" means the National Weather Service or such other entity as determined by **Allstate**, if the National Weather Service ceases to:

- a. exist;
- b. perform the functions of measuring wind speed or declaring weather systems to be **hurricanes** or **tropical storms**; or
- c. perform the function of issuing **hurricane** watches or **hurricane** warnings.

"Tropical Storm" means a weather system declared by the **National Weather Service** to be a tropical storm.

"Windstorm" means wind, wind gusts, hail, rain, tornadoes or cyclones caused by, or resulting from, a **hurricane** which results in sudden and accidental direct physical loss or damage to covered property.

- II. Under **Section I Conditions**, Condition 1. **Deductible** is changed to read as follows:

1. **Deductible**

We will pay when a covered loss exceeds the deductible shown on the Policy Declarations. **We** will then pay only the excess amount, unless **we** have indicated otherwise in this policy.

Deductible for Severe Hurricanes

A. Deductible for Severe Hurricanes applies to any loss caused by **windstorm** to property covered under Section I of this policy during the following time period:

- a. beginning 24 hours prior to the time that a wind speed exceeding 100 miles per hour occurs in any part of the State of New York during a **hurricane**, as estimated by the **National Weather Service**;
 - b. during the duration of such **hurricane**; and

- c. ending 12 hours after the last time the **National Weather Service** declares that the hurricane has been downgraded to a tropical storm.

The Deductible for Severe Hurricanes applies regardless of any other cause or event contributing concurrently or in any sequence to the loss. If another deductible applicable to the loss exceeds the Deductible for Severe Hurricanes, the greater deductible will be applied to the loss.

The Deductible for Severe Hurricanes will not apply to coverage under the optional Water Back-Up endorsement. Damage amounts paid pursuant to the Water Back-Up endorsement will not reduce the Deductible for Severe Hurricanes.

The Deductible for Severe Hurricanes amount will appear on your Policy Declarations as "Deductible for Severe Hurricanes". **We** will pay only when a covered loss exceeds the deductible amount. **We** will then pay only the excess amount. **We** reserve the right to limit changes to this and other deductibles at any time.

All other provisions of the policy apply.

Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

This Endorsement Changes Your Policy— Keep It With Your Policy

Building Structure Reimbursement Extended Limits Endorsement — AP693

For an additional premium and when the Policy Declarations indicates that the **"Building Structure Reimbursement Extended Limits Endorsement"** applies, the following amendment is made to condition 5 (titled **"How We Pay For A Loss"**) in **Section I Conditions**:

In provision c) (titled **"Building Structure Reimbursement"**), item 3) of the second paragraph is replaced by the following:

- 3) 125% of the limit of liability applicable to the **building structure(s)** as shown on the Policy Declarations for **Coverage A — Dwelling Protection** or **Coverage B — Other Structures Protection**, regardless of the number of **building structures** and structures other than **building structures** involved in the loss.

This endorsement applies only if:

- 1) **You** insure **your dwelling**, attached structures and detached **building structures** to 100% of replacement cost as determined by:
 - a) an Allstate Home Replacement Cost Estimator completed and based on the accuracy of information **you** furnished; or
 - b) **our** inspection of **your residence premises**;
- 2) **You** have accepted the Property Insurance Adjustment Condition, agree to accept each annual adjustment in the **Coverage A — Dwelling Protection** limit of liability, and pay any additional premium charged; and
- 3) **You** notify **us** within 60 days of the start of any modifications that increase the aggregate value of **your dwelling**, attached structures and detached **building structures** at the **residence premises** by \$5,000 or more, and pay any resulting additional premium due for the increase in value.

All other policy terms and conditions apply.

Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

DECLARATIONS SUPPLEMENT PAGE (NEW YORK)— AU233-1

This form contains the provisions of the Standard Fire Policy. Whenever the terms and provisions of Section I can be construed to perform a liberalization of the provisions found in the Standard Fire Policy, the terms and provisions of Section I shall apply.

In Consideration of the Provisions and Stipulations Herein or Added Hereto and of the Premium Specified in the Declarations (or specified in endorsement attached thereto), Allstate, for the term shown in the Declarations from inception date shown in the Declarations until cancelled or expiration at location of property involved, to an amount not exceeding the limit of liability specified, does insure the insured named in the Declarations and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the Insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND OTHER PERILS INSURED AGAINST IN THIS POLICY INCLUDING REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of Allstate.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

1 **Concealment.** This entire policy shall be void if, whether
2 **fraud.** before or after a loss, the insured has wil-
3 fully concealed or misrepresented any ma-
4 terial fact or circumstance concerning this insurance or the
5 subject thereof, or the interest of the insured therein, or in case
6 of any fraud or false swearing by the insured relating thereto.
7 **Deleatuable.** This policy shall not cover accounts, bills,
8 currency, deeds, evidences of debt, money or
9 accepted property, securities, nor, unless specifically named
10 hereon in writing, bullion or manuscripts.
11 **Perils not** This Company shall not be liable for loss by
12 **included.** fire or other perils insured against in this
13 policy caused, directly or indirectly, by: (a)
14 enemy attack by armed forces, including action taken by mil-
15 itary, naval or air forces in resisting an actual or an immediately
16 impending enemy attack; (b) invasion; (c) insurrection; (d)
17 rebellion; (e) revolution; (f) civil war; (g) usurped power; (h)
18 order of any civil authority except acts of destruction at the time
19 of and for the purpose of preventing the spread of fire, provided
20 that such fire did not originate from any of the perils excluded
21 by this policy; (i) neglect of the insured to use all reasonable
22 means to save and preserve the property at and after a loss, or
23 when the property is endangered by fire in neighboring prem-
24 ises; (j) nor shall this Company be liable for loss by theft.
25 **Other insurances.** Other insurance may be prohibited or the
26 amount of insurance may be limited by an-
27 dorsement attached hereto
28 **Conditions suspending or restricting insurances.** Unless other-
29 wise provided in writing added hereto this Company shall not
30 be liable for loss assuming:
31 (a) while the hazard is increased by any means within the con-
32 trol or knowledge of the insured; or
33 (b) while a described building, whether intended for occupancy
34 by owner or tenant, is vacant or unoccupied beyond a period of
35 any consecutive days; or
36 (C) as a result of explosion or riot, unless the insus, and in
37 that event for loss by fire only.
38 **Other perils** Any other peril to be insured against or sub-
39 **or subjects.** ject of insurance to be covered in this policy
40 shall be by endorsement in writing hereon or
41 added hereto
42 **Added provisions.** The extent of the application of insurance
43 under this policy and of the contribution to
44 be made by this Company in case of loss, and any other pro-
45 vision or agreement not inconsistent with the provisions of this
46 policy, may be provided for in writing added hereto, but no pro-
47 vision may be waived except such as by the terms of this policy
48 is subject to change.
49 **Waiver** No permission affecting this insurance shall
50 **provisions.** exist, or waiver of any provision be valid,
51 unless granted herein or expressed in writing
52 added hereto. No provision, stipulation or forfeiture shall be
53 held to be waived by any requirement or proceeding on the part
54 of this Company relating to appraisal or to any examination
55 provided for herein
56 **Cancellation** This policy shall be cancelled at any time
57 **of policy.** at the request of the insured, in which case
58 this Company shall, upon demand and sur-
59 render of this policy, refund the excess of paid premium above
60 the customary short rate for the unexpired time. This pol-
61 icy may be canceled at any time by this Company by giving
62 to the insured a five days written notice of cancellation with
63 or without tender of the excess of paid premium above the pro-
64 rata premium for the unexpired time, which excess, if not ten-
65 dered, shall be refunded on demand. Notice of cancellation shall
66 state that said excess premium (if not tendered) will be re-
67 funded on demand.
68 **Mortgagee** If loss hereunder is made payable, in whole
69 **interests and** or in part, to a designated mortgagee not
70 **obligations.** named herein as the insured, such interest in
71 the policy may be canceled by giving to such
72 mortgagee a ten days written notice of
73 cancellation.
74 If the insured fails to render proof of loss such mortgagee, upon
75 notice, shall render proof of loss in the form herein specified
76 within sixty (60) days thereafter and shall be subject to the pro-
77 visions hereof relating to appraisal and time of payment and of
78 bringing suit. If this Company shall claim that no liability ex-
79 isted as to the mortgagee or owner, it shall, to the extent of pay-
80 ment of loss to the mortgagee, be subrogated to all the mort-
81 gagee's rights of recovery, but without impairing mortgagee's
82 right to sue, or if may pay off the mortgage debt and require
83 an assignment thereof and of the mortgage. Other provisions

84 relating to the interests and obligations of such mortgagee may
85 be added hereto by agreement in writing.
86 **Preclaim liability.** This Company shall not be liable for a greater
87 proportion of any loss than the amount
88 hereby insured shall bear to the whole insurance covering the
89 property against the peril involved, whether collectible or not.
90 **Requirements.** The insured shall give immediate written
91 notice to this Company of any loss, protect
92 the property from further damage, forthwith
93 separate the damaged and undamaged personal property, pull
94 it in the best possible order, furnish a complete inventory of
95 the destroyed, damaged and undamaged property, showing in
96 detail quantities, costs, actual cash value and amount of loss
97 claimed; and within sixty days after the loss, unless such time
98 is extended to writing by this Company, the insured shall render
99 to this Company a proof of loss, signed and sworn to by the
100 insured, stating the knowledge and belief of the insured as to
101 the following: the time and origin of loss, the interest of the
102 insured and of all others in the property, the actual cash value of
103 each item thereof and the amount of loss thereto, all accom-
104 panies thereon, all other contracts of insurance, whether valid
105 or not, covering any of said property, any changes in the title,
106 use, occupation, location, possession or exposure of said prop-
107 erty since the issuing of this policy, by whom and for what
108 purpose any building herein described and the several parts
109 thereof were occupied at the time of loss and whether or not it
110 then stood on leased ground, and shall furnish a copy of all the
111 descriptions and schedules in all policies and, if required, verified
112 plans and specifications of any building, fixtures or machinery
113 destroyed or damaged. The insured, as often as may be reason-
114 ably required, shall submit to any person designated by this
115 Company all that remains of any property herein described, and
116 submit to examinations under oath by any person named by this
117 Company, and subscribe to same, and, as often as may be
118 reasonably required, shall produce for examination all books of
119 account, bills, invoices and other vouchers, or certified copies
120 thereof if originals be lost, at such reasonable time and place as
121 may be designated by this Company or its representative, and
122 shall permit extracts and copies thereof to be made.
123 **Appraisal.** In case the insured and this Company shall
124 fail to agree as to the actual cash value or
125 the amount of loss, then, on the written demand of either, each
126 shall select a competent and disinterested appraiser and notify
127 the other of the appraiser selected within twenty days of such
128 demand. The appraisers shall first select a competent and dis-
129 interested umpire, and failing for fifteen days to agree upon
130 such umpire, then, on request of the insured or this Company,
131 such umpire shall be selected by a judge of a court of record in
132 the state in which the property covered is located. The ap-
133 praisers shall then appraise the loss, stating separately actual
134 cash value and loss to each item; and, failing to agree, shall
135 submit their differences, only, to the umpire. An award in writ-
136 ing, so itemized, of any two which filed with this Company shall
137 determine the amount of actual cash value and loss. Each
138 appraiser shall be paid by the party selecting him and the ex-
139 penses of appraisal and umpire shall be paid by the parties
140 equally.
141 **Company's** It shall be optional with this Company to
142 **options.** buy all, or any part, of the property at the
143 agreed or appraised value, and also to re-
144 pair, rebuild or replace the property destroyed or damaged with
145 other of like kind and quality within a reasonable time, on giv-
146 ing notice of its intention so to do within thirty days after the
147 receipt of the proof of loss herein required.
148 **Abandonment.** There can be no abandonment to this Com-
149 pany of any property.
150 **When fees** The amount of loss for which this Company
151 **payable.** may be liable shall be payable sixty days
152 after proof of loss, as herein provided, is
153 received by this Company and ascertainment of the loss is made
154 either by agreement between the insured and this Company ex-
155 pressed to writing or by the filing with this Company of an
156 award as herein provided.
157 **Suit.** No suit or action on this policy for the recov-
158 ery of any claim shall be sustainable in any
159 court of law or equity unless all the requirements of this policy
160 shall have been complied with, and unless commenced within
161 two years next after inception of the loss.
162 **Subrogation.** This Company may require from the insured
163 an assignment of all right of recovery against
164 any party for loss to the extent that payment therefor is made
165 by this Company.

Policy Endorsement

The following endorsement changes your policy. Please read this document carefully and keep it with your policy.

This Endorsement Changes Your Policy— Keep It With Your Policy

OFF PREMISES THEFT ENDORSEMENT — AU9010-1 (Section I)

In consideration of the reduced premium at which this policy is written, it is agreed that Coverage C, Personal Property Protection, of this policy does not apply to loss by theft of unscheduled personal property while away from the RESIDENCE PREMISES.

EXHIBIT “B”



New York Property Market Claim Office

1125 RXR Plaza
Uniondale, NY 11556
Phone: (866) 322-4754
Fax: (866) 655-7603

Insured: CHRISTINE COLLURA
Property: 14 LANDING LANE
SOUTHAMPTON, NY 11968-4405
Home: 14915 UNION TPKE
FLUSHING, NY 11367-3849

Home: (516) 551-2140
E-mail: MADAMEPURCHASE@AOL.COM

Claim Rep.: Bob Koban
Position: Senior Claim Consultant
Business: 1125 RXR Plaza
Uniondale, NY 11556

Business: (866) 322-4754 x 1748590
E-mail: bob.koban@allstate.com

Estimator: Bob Koban
Position: Senior Claim Consultant
Business: 1125 RXR Plaza
Uniondale, NY 11556

Business: (866) 322-4754 x 1748590
E-mail: bob.koban@allstate.com

Claim Number: 0361697799

Policy Number: 000078711771

Type of Loss: Water

Date Contacted: 3/17/2015 12:00 PM
Date of Loss: 3/16/2015 5:00 PM
Date Inspected: 3/19/2015 12:00 PM
Date Est. Completed: 5/15/2015 7:39 AM

Date Received: 3/17/2015 1:01 PM
Date Entered: 5/1/2015 9:42 AM

Price List: NYL18X_MAY15
Restoration/Service/Remodel
Estimate: CHRISTINE_COLLURA1

Allstate is dedicated to providing you with outstanding service throughout the claim-handling process. If you have any questions regarding this estimate, or if there are differences with the estimate provided by your repairperson of choice, or if additional damage is found during the repair process, please contact us at (866) 322-4754 x 1748590.

Thank you,
Bob Koban



New York Property Market Claim Office

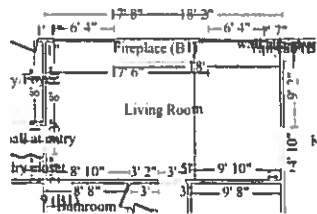
1125 RXR Plaza
 Uniondale, NY. 11556
 Phone: (866) 322-4754
 Fax: (866) 655-7603

CHRISTINE_COLLURA1

Main Level

Main Level

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
AA-DWELLING					
1. Final cleaning - construction - Residential	2911.35 SF	0.27	786.06	(0.00)	786.06
AA-Dwelling Totals:			786.06	0.00	786.06
Total: Main Level			786.06	0.00	786.06



Living Room

Height: Peaked

675.29 SF Walls	388.62 SF Ceiling
1063.91 SF Walls & Ceiling	359.32 SF Floor
39.92 SY Flooring	61.50 LF Floor Perimeter
81.94 LF Ceil. Perimeter	

Window	6' 4" X 4'	Opens into Exterior
Window	6' 4" X 4'	Opens into Exterior
Missing Wall - Goes to Floor	3' X 6' 8"	Opens into SMALL_HALL_A
Missing Wall - Goes to Floor	3' X 6' 8"	Opens into HALLWAY
Missing Wall - Goes to Floor	4' 10" X 6' 8"	Opens into KITCHEN_1

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
AA-DWELLING					
2. Contents - move out then reset	0.50 EA	57.24	28.62	(0.00)	28.62
3. Remove Paneling	231.00 SF	0.42	97.02	(0.00)	97.02
4. Window blind - single cell - up to 7 SF	1.00 EA	99.19	99.19	(39.68)	59.51
5. Remove 1/2" drywall - hung, taped, floated, ready for paint	170.00 SF	0.64	108.80	(0.00)	108.80
6. Batt insulation - 4" - R13 - paper faced	170.00 SF	0.94	159.80	(2.13)	157.67
7. 1/2" drywall - hung, taped, floated, ready for paint	675.29 SF	2.15	1,451.87	(19.36)	1,432.51
8. Seal/prime then paint part of the walls twice (3 coats) - 2 colors	444.29 SF	1.60	710.86	(94.78)	616.08



New York Property Market Claim Office

1125 RXR Plaza
 Uniondale, NY. 11556
 Phone: (866) 322-4754
 Fax: (866) 655-7603

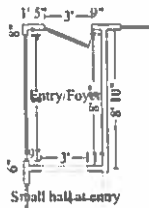
CONTINUED - Living Room

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
9. Siding - board & batten - cedar reclaimed wood	477.00 SF	4.87	2,322.99	(46.46)	2,276.53
10. Finish Carpenter - per hour cut star pattern	6.00 HR	93.70	562.20	(0.00)	562.20
11a. Remove Baseboard heat cover - steam/hot water - over 85" long	5.00 EA	2.93	14.65	(0.00)	14.65
11b. Baseboard heat cover - steam/hot water - over 85" long	5.00 EA	78.19	390.95	(39.10)	351.85
12. Baseboard - 4 1/4"	30.50 LF	4.26	129.93	(1.73)	128.20
13. Seal & paint baseboard, oversized - three coats	30.50 LF	2.59	79.00	(10.53)	68.47
14. Remove Fireplace mantel - wood beam or shelf only (per LF)	9.00 LF	12.81	115.29	(0.00)	115.29
15. (Install) Fireplace mantel - wood beam or shelf only (per LF)	9.00 LF	37.48	337.32	(4.50)	332.82
16. Oak flooring - clear grade - no finish	359.32 SF	9.42	3,384.79	(45.13)	3,339.66
17. Sand, stain, and finish wood floor	359.32 SF	4.54	1,631.31	(326.26)	1,305.05
18. Additional coats of finish (per coat) bleach work	359.32 SF	1.04	373.69	(74.74)	298.95
19. Mask or cover per square foot	492.00 SF	0.31	152.52	(0.00)	152.52
AA-Dwelling Totals:			12,150.80	704.40	11,446.40
Totals: Living Room			12,150.80	704.40	11,446.40



New York Property Market Claim Office

1125 RXR Plaza
 Uniondale, NY. 11556
 Phone: (866) 322-4754
 Fax: (866) 655-7603



Entry/Foyer

Height: 8'

141.33 SF Walls
 181.78 SF Walls & Ceiling
 4.49 SY Flooring
 26.67 LF Ceil. Perimeter

40.44 SF Ceiling
 40.44 SF Floor
 20.67 LF Floor Perimeter

Window

8' X 4'

Opens into Exterior

Missing Wall - Goes to Floor

3' X 6' 8"

Opens into SMALL_HALL_A

Door

3' X 6' 8"

Opens into Exterior

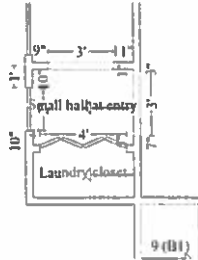
DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
AA-DWELLING					
21a. Remove Baseboard heat cover - steam/hot water - 12"- 36" long	1.00	EA 2.70	2.70	(0.00)	2.70
21b. Baseboard heat cover - steam/hot water - 12"- 36" long	1.00	EA 37.82	37.82	(3.78)	34.04
22. Oak flooring - clear grade - no finish	40.44	SF 9.42	380.94	(5.08)	375.86
23. Sand, stain, and finish wood floor	40.44	SF 4.54	183.60	(36.72)	146.88
24. Additional coats of finish (per coat) bleach work	40.44	SF 1.04	42.06	(8.41)	33.65
25. Baseboard - 4 1/4"	17.67	LF 4.26	75.27	(1.00)	74.27
26. Seal & paint baseboard, oversized - three coats	17.67	LF 2.59	45.77	(6.10)	39.67
27. Casing - oversized - 3 1/4"	8.00	LF 3.15	25.20	(0.34)	24.86
28. Paint door or window opening - 2 coats (per side)	6.00	EA 35.65	213.90	(28.52)	185.38
29. Interior door - Colonist - pre-hung unit	2.00	EA 198.93	397.86	(7.96)	389.90
30. Detach & Reset Door knob - interior	2.00	EA 28.81	57.62	(0.00)	57.62
31. Paint door slab only - 2 coats (per side)	4.00	EA 34.65	138.60	(18.48)	120.12
32. Mask or cover per square foot	165.33	SF 0.31	51.25	(0.00)	51.25
34. Bead board - 1/4" to 3/8" hardwood	141.33	SF 3.73	527.16	(7.03)	520.13
35. Seal & paint paneling	141.33	SF 1.20	169.60	(22.61)	146.99
AA-Dwelling Totals:			2,349.35	146.03	2,203.32
Totals: Entry/Foyer			2,349.35	146.03	2,203.32



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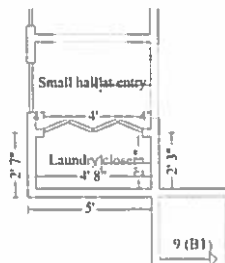
Small hall at entry

Height: Sloped

56.04 SF Walls	16.91 SF Ceiling
72.95 SF Walls & Ceiling	16.33 SF Floor
1.81 SY Flooring	6.33 LF Floor Perimeter
16.66 LF Ceil. Perimeter	

Door	4' X 6' 8"	Opens into LAUNDRY_CLOS
Missing Wall - Goes to Floor	3' X 6' 8"	Opens into LIVING_ROOM
Missing Wall - Goes to Floor	3' X 6' 8"	Opens into ENTRY_FOYER
Window	2' X 5'	Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
AA-DWELLING					
36. 1/2" drywall - hung, taped, floated, ready for paint	25.33	SF	2.15	54.46	(0.73) 53.73
37. Seal/prime then paint more than the floor perimeter (2 coats)	25.33	SF	0.95	24.06	(3.21) 20.85
38. Paint more than the ceiling perimeter - one coat	66.65	SF	0.65	43.32	(5.78) 37.54
39. Batt insulation - 4" - R13 - paper faced	20.00	SF	0.94	18.80	(0.25) 18.55
40. Siding - board & batten - cedar	25.33	SF	4.87	123.36	(2.47) 120.89
41. Casing - 2 1/4"	14.00	LF	2.53	35.42	(0.47) 34.95
42. Casing - oversized - 3 1/4"	32.00	LF	3.15	100.80	(1.34) 99.46
43. Seal & paint casing - three coats	46.00	LF	2.48	114.08	(15.21) 98.87
AA-Dwelling Totals:			514.30	29.46	484.84
Totals: Small hall at entry			514.30	29.46	484.84



Laundry closet

Height: Sloped

83.02 SF Walls	10.06 SF Ceiling
93.09 SF Walls & Ceiling	9.72 SF Floor
1.08 SY Flooring	9.50 LF Floor Perimeter
13.83 LF Ceil. Perimeter	

Door	4' X 6' 8"	Opens into SMALL_HALL_A
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DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
CHRISTINE_COLLURA I				5/24/2015	Page: 5



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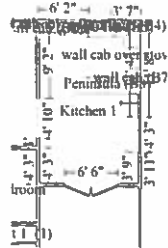
CONTINUED - Laundry closet

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
AA-DWELLING					
44. Contents - move out then reset	0.50 EA	57.24	28.62	(0.00)	28.62
45. Washing machine - Remove & reset	1.00 EA	44.67	44.67	(0.00)	44.67
46. Dryer - Remove & reset	1.00 EA	37.08	37.08	(0.00)	37.08
47. 1/2" drywall - hung, taped, floated, ready for paint	38.00 SF	2.15	81.70	(1.09)	80.61
48. Seal/prime then paint more than the floor perimeter (2 coats)	38.00 SF	0.95	36.10	(4.81)	31.29
49. Paint the walls - one coat	83.02 SF	0.65	53.96	(7.19)	46.77
50. Baseboard - 4 1/4"	9.50 LF	4.26	40.47	(0.54)	39.93
51. Seal & paint baseboard, oversized - three coats	9.50 LF	2.59	24.61	(3.28)	21.33
52. Detach & Reset Shelving - 12" - in place	2.00 LF	9.39	18.78	(0.00)	18.78
53. Casing - 2 1/4"	16.00 LF	2.53	40.48	(0.54)	39.94
54. Paint door slab only - 2 coats (per side)	2.00 EA	34.65	69.30	(9.24)	60.06
55. Paint door or window opening - 2 coats (per side)	2.00 EA	35.65	71.30	(9.51)	61.79
AA-Dwelling Totals:			547.07	36.20	510.87
Totals: Laundry closet			547.07	36.20	510.87



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Kitchen 1

Height: Sloped

453.01 SF Walls	238.38 SF Ceiling
691.39 SF Walls & Ceiling	232.00 SF Floor
25.78 SY Flooring	36.80 LF Floor Perimeter
63.33 LF Ceil. Perimeter	

Door	6' 6" X 6' 8"	Opens into DEN
Window	4' 3" X 5' 2"	Opens into Exterior
Window	2' 9" X 3'	Opens into Exterior
Missing Wall - Goes to Floor	4' 10" X 6' 8"	Opens into LIVING_ROOM

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV	
AA-DWELLING						
56. Remove 1/2" drywall - hung, taped, floated, ready for paint	16.00	SF	0.64	10.24	(0.00)	10.24
57. 1/2" drywall - hung, taped, floated, ready for paint	453.01	SF	2.15	973.97	(12.99)	960.98
58. Seal/prime then paint the walls twice (3 coats) - 2 colors	453.01	SF	1.60	724.82	(96.64)	628.18
59a. Remove Baseboard heat cover - steam/hot water - over 85" long	2.00	EA	2.93	5.86	(0.00)	5.86
59b. Baseboard heat cover - steam/hot water - over 85" long	2.00	EA	78.19	156.38	(15.64)	140.74
60. Baseboard - 4 1/4"	22.80	LF	4.26	97.13	(1.30)	95.83
61. Seal & paint baseboard, oversized - three coats	22.80	LF	2.59	59.05	(7.87)	51.18
62. Casing - oversized - 3 1/4"	54.00	LF	3.15	170.10	(2.27)	167.83
63. Seal & paint casing - three coats	54.00	LF	2.48	133.92	(17.86)	116.06
64. Paint bifold door set - slab only - 2 coats (per side)	1.00	EA	48.04	48.04	(6.41)	41.63
65. Baseboard - 6"	15.80	LF	5.36	84.69	(1.13)	83.56
66. Seal & paint wood window (per side)	2.00	EA	56.31	112.62	(15.02)	97.60
67. Cabinetry - lower (base) units - High grade	15.58	LF	226.53	3,529.34	(141.17)	3,388.17
68. Cabinetry - upper (wall) units - High grade	15.42	LF	179.88	2,773.75	(110.95)	2,662.80
69. Cabinetry - full height unit - High grade	1.25	LF	359.61	449.51	(17.98)	431.53
70. (Install) Kitchen Sink - single basin	1.00	EA	145.74	145.74	(5.83)	139.91
71. Countertop - solid surface/granite - Reset	40.26	SF	16.43	661.47	(0.00)	661.47
72. Countertop - Granite or Marble - buff & polish	40.26	SF	14.98	603.09	(0.00)	603.09

CHRISTINE_COLLURA1

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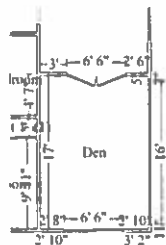


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CONTINUED - Kitchen 1

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
73. (Install) Dishwasher	1.00 EA	268.01	268.01	(59.56)	208.45
74. (Install) Range - freestanding - electric	1.00 EA	234.39	234.39	(36.06)	198.33
75. Microwave oven - over range type - Detach & reset	1.00 EA	127.91	127.91	(0.00)	127.91
76. Garbage disposer - Detach & reset	1.00 EA	161.99	161.99	(0.00)	161.99
77. Regrout tile floor	232.00 SF	3.51	814.32	(162.86)	651.46
78a. Remove Window drapery - hardware - Small	1.00 EA	6.88	6.88	(0.00)	6.88
78b. Window drapery - hardware - Small	1.00 EA	83.68	83.68	(16.74)	66.94
79. Add for prefinished crown molding per LF	15.42 LF	10.24	157.90	(2.11)	155.79
80. (Install) Sink strainer and drain assembly	1.00 EA	39.96	39.96	(0.00)	39.96
81. (Install) Sink faucet - Kitchen - High grade	1.00 EA	78.81	78.81	(0.00)	78.81
AA-Dwelling Totals:			12,713.57	730.39	11,983.18
Totals: Kitchen 1			12,713.57	730.39	11,983.18



Den

Height: 8'

313.33 SF Walls	204.00 SF Ceiling
517.33 SF Walls & Ceiling	204.00 SF Floor
22.67 SY Flooring	45.00 LF Floor Perimeter
58.00 LF Ceil. Perimeter	

Door

6' 6" X 6' 8"

Opens into Exterior

Window

16' X 4'

Opens into Exterior

Door

6' 6" X 6' 8"

Opens into KITCHEN_1

DESCRIPTION

QTY

UNIT PRICE

RCV

DEPREC.

ACV

AA-DWELLING

CHRISTINE_COLLURA1

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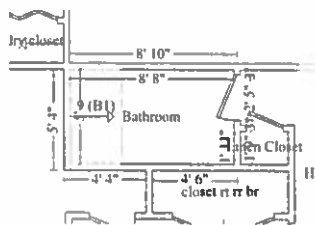


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CONTINUED - Den

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
82. Contents - move out then reset	0.50 EA	57.24	28.62	(0.00)	28.62
83. Remove Oak flooring - clear grade - no finish	22.00 SF	3.46	76.12	(0.00)	76.12
84. Oak flooring - clear grade - no finish	72.00 SF	9.42	678.24	(9.04)	669.20
85. Sand & finish wood floor (natural finish)	204.00 SF	3.78	771.12	(154.22)	616.90
86. Mask or cover per square foot	360.00 SF	0.31	111.60	(0.00)	111.60
AA-Dwelling Totals:			1,665.70	163.26	1,502.44
Totals: Den			1,665.70	163.26	1,502.44



Bathroom

Height: Sloped

164.22 SF Walls	44.47 SF Ceiling
208.69 SF Walls & Ceiling	30.00 SF Floor
3.33 SY Flooring	14.58 LF Floor Perimeter
27.79 LF Ceil. Perimeter	

Door

2' 5" X 6' 8"

Opens into HALLWAY

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
AA-DWELLING					
88a. Remove 1/2" water rock (greenboard) hung, taped ready for texture	32.00 SF	0.64	20.48	(0.00)	20.48
88b. 1/2" water rock (greenboard) hung, taped ready for texture	32.00 SF	1.99	63.68	(0.85)	62.83
89. Bead board - 1/4" to 3/8" hardwood	64.00 SF	3.73	238.72	(3.18)	235.54
90. Seal & paint paneling	58.33 SF	1.20	70.00	(9.33)	60.67
91. Cove molding - 3/4" cap molding	8.00 LF	1.54	12.32	(0.16)	12.16



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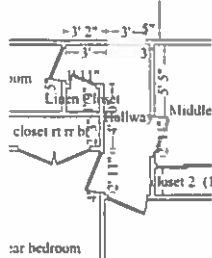
CONTINUED - Bathroom

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
92. Seal/prime then paint more than the ceiling perimeter twice (3 coats) - 2 colors	111.16 SF	1.60	177.86	(23.71)	154.15
93. Detach & Reset Medicine cabinet	1.00 EA	57.59	57.59	(0.00)	57.59
94. Detach & Reset Light fixture	1.00 EA	54.70	54.70	(0.00)	54.70
95. Casing - 2 1/4"	68.00 LF	2.53	172.04	(2.29)	169.75
96. Paint door or window opening - 1 coat (per side)	2.00 EA	21.14	42.28	(5.64)	36.64
97. (Install) Vanity	3.50 LF	70.95	248.33	(9.93)	238.40
98. (Install) Vanity top - one sink - cultured marble	3.50 LF	51.61	180.64	(18.06)	162.58
99. Detach & Reset Toilet	1.00 EA	244.72	244.72	(0.00)	244.72
100. Baseboard - 6"	5.00 LF	5.36	26.80	(0.36)	26.44
101. Seal & paint baseboard, oversized - three coats	11.08 LF	2.59	28.70	(3.83)	24.87
102. (Install) P-trap assembly - ABS (plastic)	1.00 EA	64.61	64.61	(0.00)	64.61
AA-Dwelling Totals:			1,703.47	77.34	1,626.13
Totals: Bathroom			1,703.47	77.34	1,626.13



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Hallway

Height: 8'

171.44 SF Walls	46.41 SF Ceiling
217.85 SF Walls & Ceiling	46.41 SF Floor
5.16 SY Flooring	18.75 LF Floor Perimeter
34.83 LF Ceil. Perimeter	

Door	2' 5" X 6' 8"	Opens into BATHROOM
Missing Wall - Goes to Floor	3' X 6' 8"	Opens into LIVING_ROOM
Door	2' 11" X 6' 8"	Opens into MIDDLE_BEDRO
Door	2' 11" X 6' 8"	Opens into LEFT_REAR_BE
Door	2' 11" X 6' 8"	Opens into RIGHT_REAR_B
Door	1' 11" X 6' 8"	Opens into LINEN_CLOSET

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
AA-DWELLING					
103. Door knob - interior	1.00 EA	55.29	55.29	(5.53)	49.76
104. Remove 1/2" drywall - hung, taped, floated, ready for paint	249.64 SF	0.64	159.77	(0.00)	159.77
105. 1/2" drywall - hung, taped, floated, ready for paint	171.44 SF	2.15	368.60	(4.91)	363.69
106. Siding - board & batten - cedar	75.00 SF	4.87	365.25	(7.31)	357.94
107. Seal/prime then paint more than the ceiling perimeter twice (3 coats) - 2 colors	139.33 SF	1.60	222.93	(29.72)	193.21
108. Finish Carpenter - per hour	1.00 HR	93.70	93.70	(0.00)	93.70
109. Oak flooring - clear grade - no finish	46.41 SF	9.42	437.18	(5.83)	431.35
110. Sand, stain, and finish wood floor	46.41 SF	4.54	210.70	(42.14)	168.56
111. Additional coats of finish (per coat)	46.41 SF	1.04	48.27	(9.65)	38.62
112. Mask or cover per square foot	278.67 SF	0.31	86.39	(0.00)	86.39
113. Interior door - Colonist - pre-hung unit	1.00 EA	198.93	198.93	(3.98)	194.95
114. Paint door or window opening - 2 coats (per side)	8.00 EA	35.65	285.20	(38.03)	247.17
115. Casing - 2 1/4"	68.00 LF	2.53	172.04	(2.29)	169.75
116. Baseboard - 4 1/4"	18.75 LF	4.26	79.88	(1.07)	78.81
117. Seal & paint baseboard, oversized - three coats	18.75 LF	2.59	48.56	(6.47)	42.09
118. Paint door slab only - 2 coats (per side)	2.00 EA	34.65	69.30	(9.24)	60.06
119. Detach & Reset Thermostat	1.00 EA	60.82	60.82	(0.00)	60.82

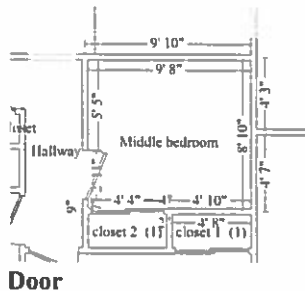


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CONTINUED - Hallway

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
AA-Dwelling Totals:			2,962.81	166.17	2,796.64
Totals: Hallway			2,962.81	166.17	2,796.64



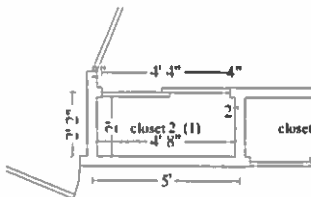
Middle bedroom

Height: 8'

247.67 SF Walls	85.39 SF Ceiling
333.06 SF Walls & Ceiling	85.39 SF Floor
9.49 SY Flooring	29.75 LF Floor Perimeter
37.00 LF Ceil. Perimeter	

2' 11" X 6' 8"

Opens into HALLWAY



Subroom: closet 2 (1)

Height: 8'

77.78 SF Walls	9.33 SF Ceiling
87.11 SF Walls & Ceiling	9.33 SF Floor
1.04 SY Flooring	9.00 LF Floor Perimeter
13.33 LF Ceil. Perimeter	

Door

4' 4" X 6' 8"

Opens into MIDDLE_BEDRO

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
AA-DWELLING					
121. Door knob - interior	1.00 EA	55.29	55.29	(5.53)	49.76
122. 1/2" - drywall per LF - up to 2' tall	2.00 LF	7.82	15.64	(0.21)	15.43
123. 1/2" drywall - hung, taped, floated, ready for paint	325.44 SF	2.15	699.70	(9.33)	690.37
124. Seal/prime then paint the walls twice (3 coats)	325.44 SF	1.35	439.34	(58.58)	380.76
125. Crown molding - 4 1/4"	10.00 LF	5.81	58.10	(0.77)	57.33
126. Paint crown molding - two coats	50.33 LF	1.51	76.00	(10.13)	65.87

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CONTINUED - Middle bedroom

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
127a. Remove Baseboard heat cover - steam/hot water - over 85" long	1.00 EA	2.93	2.93	(0.00)	2.93
127b. Baseboard heat cover - steam/hot water - over 85" long	1.00 EA	78.19	78.19	(7.82)	70.37
128. Baseboard - 4 1/4"	28.75 LF	4.26	122.48	(1.63)	120.85
129. Seal & paint baseboard, oversized - three coats	28.75 LF	2.59	74.46	(9.93)	64.53
130. Interior door - Colonist - pre-hung unit	1.00 EA	198.93	198.93	(3.98)	194.95
131. Seal & paint door or window opening (per side)	4.00 EA	36.13	144.52	(19.27)	125.25
132. Bypass (sliding) door set - Colonist	1.00 EA	185.30	185.30	(3.71)	181.59
133. Door opening (jamb & casing) - 36"to60"wide - paint grade	1.00 EA	166.90	166.90	(2.23)	164.67
134. Casing - 2 1/4"	20.00 LF	2.53	50.60	(0.67)	49.93
135. Paint door slab only - 2 coats (per side)	6.00 EA	34.65	207.90	(27.72)	180.18
136. Detach & Reset Shelving - 12" - in place	4.67 LF	9.39	43.85	(0.00)	43.85
137. Remove Intruder alarm panel	1.00 EA	14.64	14.64	(0.00)	14.64
138. (Install) Intruder alarm panel	1.00 EA	258.60	258.60	(51.72)	206.88
139. Oak flooring - clear grade - no finish	94.72 SF	9.42	892.26	(11.90)	880.36
140. Sand, stain, and finish wood floor	94.72 SF	4.54	430.03	(86.01)	344.02
141. Additional coats of finish (per coat)	94.72 SF	1.04	98.51	(19.70)	78.81
142. Mask or cover per square foot	402.67 SF	0.31	124.83	(0.00)	124.83
AA-Dwelling Totals:			4,439.00	330.84	4,108.16
Totals: Middle bedroom			4,439.00	330.84	4,108.16



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Left rear bedroom

Height: 8'

281.67 SF Walls	133.05 SF Ceiling
414.72 SF Walls & Ceiling	133.05 SF Floor
14.78 SY Flooring	32.92 LF Floor Perimeter
46.67 LF Ceil. Perimeter	

Door

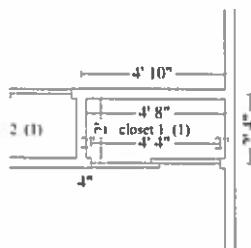
6' 6" X 6' 8"

Opens into Exterior

Door

2' 11" X 6' 8"

Opens into HALLWAY



Subroom: closet 1 (1)

Height: 8'

77.78 SF Walls	9.33 SF Ceiling
87.11 SF Walls & Ceiling	9.33 SF Floor
1.04 SY Flooring	9.00 LF Floor Perimeter
13.33 LF Ceil. Perimeter	

Door

4' 4" X 6' 8"

Opens into LEFT_REAR_BE

DESCRIPTION

QTY

UNIT PRICE

RCV

DEPREC.

ACV

AA-DWELLING

144. Oak flooring - clear grade - no finish	142.38	SF	9.42	1,341.22	(17.88)	1,323.34
145. Sand, stain, and finish wood floor	142.38	SF	4.54	646.41	(129.28)	517.13
146. Additional coats of finish (per coat)	142.38	SF	1.04	148.08	(29.62)	118.46
147. Mask or cover per square foot	142.38	SF	0.31	44.14	(0.00)	44.14
148a. Remove Baseboard heat cover - steam/hot water - over 85" long	2.00	EA	2.93	5.86	(0.00)	5.86
148b. Baseboard heat cover - steam/hot water - over 85" long	2.00	EA	78.19	156.38	(15.64)	140.74
149. Baseboard - 4 1/4"	25.92	LF	4.26	110.42	(1.47)	108.95
150. Seal & paint baseboard, oversized - three coats	25.92	LF	2.59	67.13	(8.95)	58.18
151. Drywall patch / small repair, ready for paint	1.00	EA	66.38	66.38	(0.89)	65.49
152. Spot seal w/oil based/hybrid stain blocker	1.00	EA	26.43	26.43	(3.52)	22.91
153. Paint the walls and ceiling - one coat	501.83	SF	0.65	326.19	(43.49)	282.70
154. Paint crown molding - two coats	60.00	LF	1.51	90.60	(12.08)	78.52

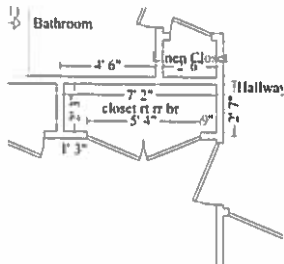


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CONTINUED - Left rear bedroom

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
155. Seal & paint casing - three coats	20.00 LF	2.48	49.60	(6.61)	42.99
156. Detach & Reset Interior door - Colonist - pre-hung unit	1.00 EA	91.81	91.81	(0.00)	91.81
157. Seal & paint door or window opening (per side)	3.00 EA	36.13	108.39	(14.45)	93.94
158. Paint door slab only - 2 coats (per side)	2.00 EA	34.65	69.30	(9.24)	60.06
AA-Dwelling Totals:			3,348.34	293.12	3,055.22
Totals: Left rear bedroom			3,348.34	293.12	3,055.22



closet rt rr br

Height: 8'

115.11 SF Walls	16.13 SF Ceiling
131.24 SF Walls & Ceiling	16.13 SF Floor
1.79 SY Flooring	13.50 LF Floor Perimeter
18.83 LF Ceil. Perimeter	

Door	5' 4" X 6' 8"	Opens into RIGHT_REAR_B			
DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
AA-DWELLING					
160. 1/2" drywall - hung, taped, floated, ready for paint	115.11 SF	2.15	247.49	(3.30)	244.19
161. Seal/prime then paint the walls twice (3 coats)	115.11 SF	1.35	155.40	(20.72)	134.68
162. Baseboard - 4 1/4"	13.50 LF	4.26	57.51	(0.77)	56.74
163. Seal & paint baseboard, oversized - three coats	13.50 LF	2.59	34.97	(4.66)	30.31
164. Oak flooring - clear grade - no finish	16.13 SF	9.42	151.94	(2.03)	149.91
165. Sand, stain, and finish wood floor	16.13 SF	4.54	73.23	(14.65)	58.58

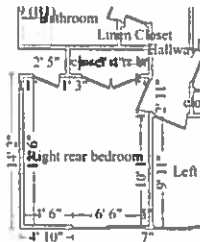


New York Property Market Claim Office

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 Uniondale, NY. 11556
 Phone: (866) 322-4754
 Fax: (866) 655-7603

CONTINUED - closet rt rr br

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
166. Additional coats of finish (per coat)	16.13 SF	1.04	16.78	(3.36)	13.42
167. Mask or cover per square foot	150.67 SF	0.31	46.71	(0.00)	46.71
168. Detach & Reset Shelving - wire (vinyl coated)	9.50 LF	10.91	103.65	(0.00)	103.65
AA-Dwelling Totals:			887.68	49.49	838.19
Totals: closet rt rr br			887.68	49.49	838.19



Right rear bedroom

Height: 8'

284.22 SF Walls	154.13 SF Ceiling
438.35 SF Walls & Ceiling	154.13 SF Floor
17.13 SY Flooring	32.67 LF Floor Perimeter
49.83 LF Ceil. Perimeter	

Door	6' 6" X 6' 8"	Opens into Exterior
Door	2' 11" X 6' 8"	Opens into HALLWAY
Door	5' 4" X 6' 8"	Opens into CLOSET_RT_RR
Door	2' 5" X 6' 8"	Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
AA-DWELLING					
170. Oak flooring - clear grade - no finish	154.13 SF	9.42	1,451.90	(19.36)	1,432.54
171. Sand, stain, and finish wood floor	154.13 SF	4.54	699.75	(139.95)	559.80
172. Additional coats of finish (per coat)	154.13 SF	1.04	160.30	(32.06)	128.24
173. Mask or cover per square foot	154.13 SF	0.31	47.78	(0.00)	47.78
174a. Remove Baseboard heat cover - steam/hot water - over 85" long	2.00 EA	2.93	5.86	(0.00)	5.86

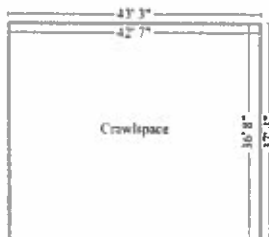


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CONTINUED - Right rear bedroom

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
174b. Baseboard heat cover - steam/hot water - over 85" long	2.00 EA	78.19	156.38	(15.64)	140.74
175. Baseboard - 6"	19.67 LF	5.36	105.43	(1.41)	104.02
176. Seal & paint baseboard, oversized - three coats	19.67 LF	2.59	50.95	(6.79)	44.16
177. Paint crown molding - two coats	49.83 LF	1.51	75.24	(10.03)	65.21
178. 1/2" drywall - hung, taped, floated, ready for paint	130.67 SF	2.15	280.94	(3.75)	277.19
179. Seal/prime then paint more than the floor perimeter (2 coats)	130.67 SF	0.95	124.14	(16.55)	107.59
180. Paint the walls - one coat	284.22 SF	0.65	184.74	(24.63)	160.11
181. Detach & Reset Interior door - Colonist - pre-hung unit	2.00 EA	91.81	183.62	(0.00)	183.62
182. Paint door slab only - 2 coats (per side)	2.00 EA	34.65	69.30	(9.24)	60.06
183. Seal & paint door or window opening (per side)	5.00 EA	36.13	180.65	(24.09)	156.56
184. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA	140.34	140.34	(1.87)	138.47
AA-Dwelling Totals:			3,917.32	305.37	3,611.95
Totals: Right rear bedroom			3,917.32	305.37	3,611.95



Crawlspace

Height: 3'

475.50 SF Walls	1561.39 SF Ceiling
2036.89 SF Walls & Ceiling	1561.39 SF Floor
173.49 SY Flooring	158.50 LF Floor Perimeter
158.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
AA-DWELLING					
186. Batt insulation - 8" - R25 - unfaced batt	1561.39 SF	1.44	2,248.40	(29.98)	2,218.42
CHRISTINE_COLLURA1				5/24/2015	Page: 17



New York Property Market Claim Office

1125 RXR Plaza
Uniondale, NY 11556
Phone: (866) 322-4754
Fax: (866) 655-7603

CONTINUED - Crawlspace

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
187. Batt insulation - Add-on for confined spaces	1561.39 SF	0.60	936.83	(12.49)	924.34
188. Foam pipe insulation - 1" wall for 1/8" to 3/4" pipe	75.00 LF	4.75	356.25	(4.75)	351.50
AA-Dwelling Totals:			3,541.48	47.22	3,494.26
Totals: Crawlspace			3,541.48	47.22	3,494.26

General Items

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
AA-DWELLING					
189. Lead Paint Safety (Bid Item)	1.00 EA	0.00	0.00	(0.00)	0.00
190. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA	725.00	725.00	(0.00)	725.00
191. Megohmmeter check electrical circuits - average residence	1.00 EA	945.84	945.84	(0.00)	945.84
211. Framing & Rough Carpentry (Bid Item)-SALCO floor replacement	1.00 EA	5,864.00	5,864.00	(0.00)	5,864.00
AA-Dwelling Totals:			7,534.84	0.00	7,534.84
Totals: General Items			7,534.84	0.00	7,534.84
Area AA-Dwelling Total:			59,061.79	3,079.29	55,982.50
Totals: Main Level			59,061.79	3,079.29	55,982.50

Labor Minimums Applied

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
AA-DWELLING					


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CONTINUED - Labor Minimums Applied

DESCRIPTION	QTY	UNIT PRICE	RCV	DEPREC.	ACV
192. Heat, vent, & air cond. labor minimum	1.00 EA	44.59	44.59	(0.00)	44.59
193. Tile / marble labor minimum	1.00 EA	149.21	149.21	(0.00)	149.21
AA-Dwelling Totals:			193.80	0.00	193.80
Totals: Labor Minimums Applied			193.80	0.00	193.80
Area AA-Dwelling Total:			59,255.59	3,079.29	56,176.30
Line Item Totals: CHRISTINE_COLLURA1			59,255.59	3,079.29	56,176.30

Grand Total Areas:

3,672.70 SF Walls	2,962.43 SF Ceiling	6,635.13 SF Walls and Ceiling
2,911.35 SF Floor	323.48 SY Flooring	505.05 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	669.05 LF Ceil. Perimeter
2,911.35 Floor Area	3,109.65 Total Area	3,672.70 Interior Wall Area
1,913.01 Exterior Wall Area	330.83 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	


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**Summary for
 AA-Dwelling
 Summary for All Items**

Line Item Total	59,255.59
General Contractor Overhead	5,339.19
General Contractor Profit	5,339.19
Total Tax(Rep-Maint)	5,526.07
Replacement Cost Value	\$75,460.04
Less Depreciation	(4,013.86)
Actual Cash Value	\$71,446.18
Less Prior Payment(s)	(5,864.00)
Net Claim Remaining	\$65,582.18
Total Recoverable Depreciation	4,013.86
Net Claim Remaining if Depreciation is Recovered	\$69,596.04

 Bob Koban
 Senior Claim Consultant



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Recap of Taxes, General Contractor Overhead and Profit

	GC Overhead (10%)	GC Profit (10%)	Total Tax(Rep- Maint) (8.625%)	Mat Tax (Cap Impr) (8.625%)	Clothing Local Tax (4.625%)	Clothing State Tax (4%)	Manuf. Home Tax (8.625%)	Storage Rental Tax (8.625%)
Line Items								
	5,339.19	5,339.19	5,526.07	0.00	0.00	0.00	0.00	0.00
Total	5,339.19	5,339.19	5,526.07	0.00	0.00	0.00	0.00	0.00



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Recap by Room

Estimate: CHRISTINE_COLLURA1

Area: Main Level	786.06	1.33%
Living Room	12,150.80	20.51%
Entry/Foyer	2,349.35	3.96%
Small hall at entry	514.30	0.87%
Laundry closet	547.07	0.92%
Kitchen 1	12,713.57	21.46%
Den	1,665.70	2.81%
Bathroom	1,703.47	2.87%
Hallway	2,962.81	5.00%
Middle bedroom	4,439.00	7.49%
Left rear bedroom	3,348.34	5.65%
closet rt rr br	887.68	1.50%
Right rear bedroom	3,917.32	6.61%
Crawlspace	3,541.48	5.98%
General Items	7,534.84	12.72%
<hr/>		
Area Subtotal: Main Level	59,061.79	99.67%
Labor Minimums Applied	193.80	0.33%
<hr/>		
Subtotal of Areas	59,255.59	100.00%
<hr/>		
Total	59,255.59	100.00%



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Recap by Category with Depreciation

General Contractor O&P Items	RCV	Deprec.	ACV
APPLIANCES	874.05	95.62	778.43
CABINETRY	8,480.98	282.14	8,198.84
CLEANING	786.06		786.06
CONTENT MANIPULATION	85.86		85.86
GENERAL DEMOLITION	1,372.10		1,372.10
DOORS	1,256.45	19.63	1,236.82
DRYWALL	4,304.43	57.41	4,247.02
ELECTRICAL	945.84		945.84
ELECTRICAL - SPECIAL SYSTEMS	258.60	51.72	206.88
FLOOR COVERING - CERAMIC TILE	814.32	162.86	651.46
FLOOR COVERING - WOOD	14,917.53	1,223.02	13,694.51
FINISH CARPENTRY / TRIMWORK	2,896.53	27.65	2,868.88
FINISH HARDWARE	168.20	11.06	157.14
FIREPLACES	337.32	4.50	332.82
HEAT, VENT & AIR CONDITIONING	1,081.51	97.62	983.89
INSULATION - MECHANICAL	356.25	4.75	351.50
INSULATION	3,363.83	44.85	3,318.98
LIGHT FIXTURES	54.70		54.70
MARBLE - CULTURED OR NATURAL	180.64	18.06	162.58
PLUMBING	573.84	5.83	568.01
PANELING & WOOD WALL FINISHES	765.88	10.21	755.67
PAINTING	6,372.99	849.70	5,523.29
SIDING	2,811.60	56.24	2,755.36
TIL	149.21		149.21
WINDOW TREATMENT	182.87	56.42	126.45
General Contractor O&P Items Subtotal	53,391.59	3,079.29	50,312.30
Non-General Contractor O&P Items	RCV	Deprec.	ACV
FRAMING & ROUGH CARPENTRY	5,864.00		5,864.00
Non-General Contractor O&P Items Subtotal	5,864.00	0.00	5,864.00
General Contractor O&P Items Subtotal	53,391.59	3,079.29	50,312.30
General Contractor Overhead	5,339.19	307.91	5,031.28
General Contractor Profit	5,339.19	307.91	5,031.28
Total Tax(Rep-Maint)	5,526.07	318.75	5,207.32
Total	75,460.04	4,013.86	71,446.18



New York Property Market Claim Office

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Uniondale, NY. 11556
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Fax: (866) 655-7603

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Specialized skill, licensing or certification may be needed of any contractor(s) that you retain, for instance, to identify the presence and nature of any potential contaminants, toxins, pollutants, or other hazards that may be encountered during the course of the work, or to utilize appropriate work practices and procedures during the course of the work. Check with your local or State public health or environmental agency regarding potential hazards, including contractor qualifications and other requirements.

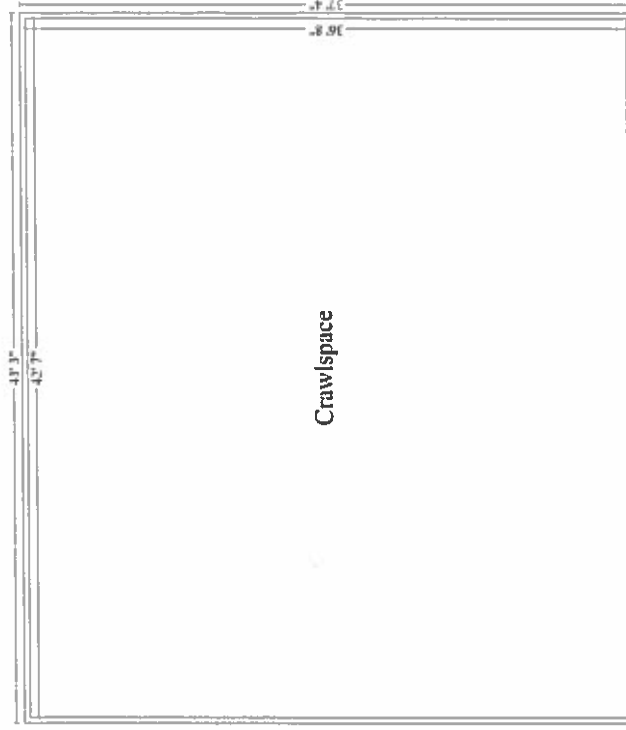
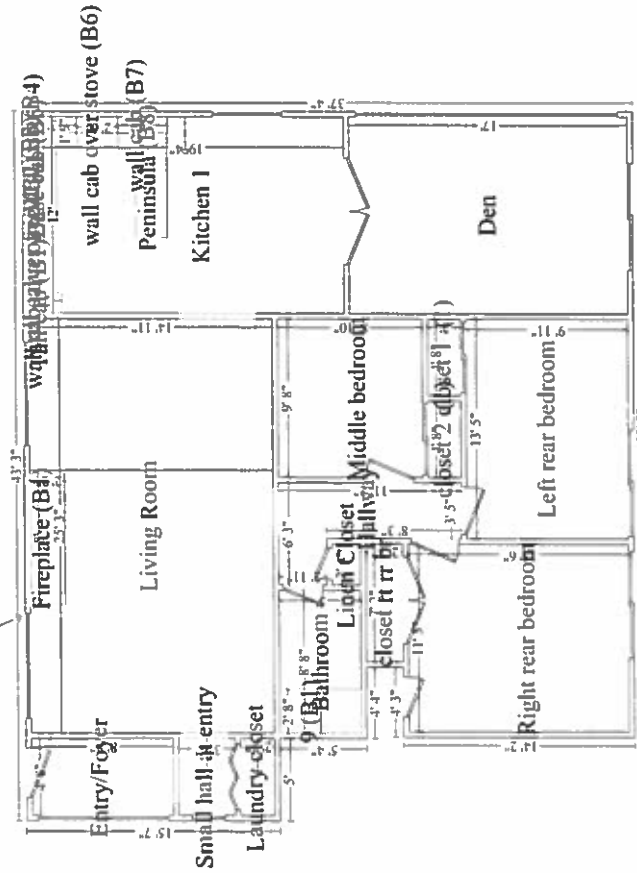
For your safety, it is prudent to avoid areas where damaged structures, materials or unknown substances may be present, and to not disturb such structures, material, or unknown substances until your contractors have inspected the work site.

The suggestions above are provided only for your consideration. They in no way supplement, alter or modify your existing coverage. Your insurance policy is the legal contract that contains the terms and limitations of your coverage.

If you have any concerns about the grade of flooring on your estimate, you may take advantage of a free service that will provide you with a more specific analysis. To use this option, please keep a 12" x 12" sample of your damaged flooring, and notify your Allstate adjuster that you would like the additional analysis.

Main Level

reclaimed Barnwood pancing on full wall- 4 ft wainscot on balance



Main Level

EXHIBIT “C”



DDFADAFATFDTAFDFTTAADFFDTADAAATAATFTADATDDTFFTA
FDDAFAFFAFATAADTFA

PAUL S. AND CHRISTINE G. COLLURA
14915 UNION TPKE
FLUSHING NY 113673849

August 11, 2015

INSURED: CHRISTINE COLLURA
DATE OF LOSS: March 16, 2015
CLAIM NUMBER: 0361697799 GBK
DATE OF SETTLEMENT: August 11, 2015

PHONE NUMBER: 866-322-4754
FAX NUMBER: 866-655-7605
OFFICE HOURS:

Dear PAUL S. AND CHRISTINE G. COLLURA,

Thank you for allowing us to spend time with you regarding your recent claim. When replacement cost coverage is afforded by your policy, the following will apply:

The following calculations summarize our settlement agreement:

- | | |
|--|--------------|
| 1. The full cost of repair or replacement is | \$ 75,460.04 |
| 2. The recoverable depreciation is | \$ 4,013.86 |
| 3. The non-recoverable depreciation is | \$ 0.00 |
| 4. The actual cash value of the loss is | \$ 65,582.18 |
| 5. Prior Payment Flooring | \$ 5864.00 |
| 6. Your deductible is | \$ 0.00 |
| 7. The actual cash value payment is | \$ 65,582.18 |

Depreciation has been deducted from the full cost of the repair or replacement to your property to determine the actual cash value.

You may make a claim for additional payment as described in the Building Structure Reimbursement provision and, when applicable, the Personal Property Reimbursement provision if you repair or replace the damaged, destroyed or stolen covered property "within two years after the date of the loss".

Please mail your receipts and any other documentation (building permits, contracts, invoices, etc.) to support that the repair or replacement has been completed within the two year period. In no event will the actual cash value payment and supplemental payment exceed the amount actually and necessarily spent, less the deductible.

Please call me at the number below and refer to our claim number if you wish to discuss any aspect of this case, including this letter.

Sincerely,

ROBERT KOBAN

ROBERT KOBAN
866-322-4754 Ext. 1748590
Allstate Insurance Company

EXHIBIT “D”



INVOICE

Payable to AFX Research, LLC
211B Tank Farm Road
San Luis Obispo, CA 93401
EIN: 45-4499321
EFT [routing: 061000227]
[Acct:2000008132981]

Invoice #: 0361697799
Invoice Date:
Account: Allstate - New York
Ordered By: Celestina Argueta
Client Ref # 0361697799

Description:

14 landing lane south hampton new york 11968 suffolk Christine Collura

Amount:

\$159.95

Thank you for your order. Should you have any questions concerning this invoice, please contact us at 877-848-5337.

AFX Research, LLC
211-B Tank Farm Road
San Luis Obispo, CA 93401

www.TitleSearch.com
877.848.5337
Fax: 805.521.3231

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PROPERTY AND OWNERSHIP INFORMATION

Owner's Name	PAUL COLLURA AND CHRISTINE COLLURA	Order #	0361697799
Property Address	14 LANDING LANE	Completed Date	04/14/2015
City/State	SOUTHAMPTON, NY	Effective Date	02/19/2015
APN/Parcel/PIN	0900-211-00-04-00-045-000	County	SUFFOLK

CURRENT DEED

Grantee	PAUL COLLURA AND CHRISTINE COLLURA, HIS WIFE	Deed Date	07/15/1998
Grantor	KENNETH SALAV AND ROBERTA L. SALAV, HIS WIFE	Recorded Date	07/30/1998
Consideration	\$10.00	Instrument Book/Page	11907/784
Sale Price		Deed Type	BARGAIN AND SALE DEED

Notes:

TAX INFORMATION

Year	Property Tax Status	Due Date	Amount
2014 TOWN 1 ST HALF	DELINQUENT	01/11/2014	\$3,279.74
2014 TOWN 2 ND HALF	DELINQUENT	06/03/2014	\$3,279.74
Notes:	PAYOFF OF \$5,647.82 03/31/2014	Land Value	\$461,600.00
		Building/Improvements	\$216,100.00
		TOTAL ASSESSED VALUE	\$677,700.00

OPEN MORTGAGE/DEED OF TRUST INFORMATION

Mortgagor	PAUL COLLURA AND CHRISTINE COLLURA, HIS WIFE	Dated	05/04/2007
Mortgagee	MERS, INC., AS A NOMINEE FOR CAPITAL ONE HOME LOANS, LLC	Date Recorded	05/25/2007
Trustee		Instrument Book/Page	21541/47
Type	MORTGAGE	Original Amount	\$700,000.00
Related	ASSIGNMENT OF MORTGAGE/ASSIGNED TO: THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2007-19 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-19 PER MERS SERVICER ID, SERVICER IS BRANCH BANK OF AMERICA, N.A.	Recorded Date Book/Page	07/24/2012 22230/6
Related	MIN #1003932-2007127551-2, STATUS: INACTIVE	Recorded Date Book/Page	UNRECORDED

RELATED JUDGMENTS, UCC AND LIENS AGAINST OWNER

Instrument #	Description	Date Recorded	Amount
14-01713	NOTICE OF PENDENCY/AGAINST: PAUL COLLURA AND CHRISTINE COLLURA	01/24/2014	\$700,000.00
11-0047829	NOTICE OF FTL/AGAINST: PAUL AND CHRISTINE COLLURA	04/26/2011	\$80,537.52

Matters affecting the above real estate which do not directly appear among the land records, or are not indexed to the exact listed names and legal descriptions above are not included in this report. This is not a commitment for insurance nor is it an opinion on marketability of title. Subject to terms and conditions at TitleSearch.com



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10-0033909	NOTICE OF FTL/AGAINST: PAUL AND CHRISTINE GUNZER COLLURA	03/23/2010	\$75,690.80
EASEMENTS AND RESTRICTIONS FOR CURRENT OWNER AGAINST PROPERTY			
Instrument #	Description	Date Recorded	
	NO EASEMENTS OR RESTRICTIONS FOUND FOR CURRENT		
	OWNER ON SUBJECT PROPERTY		
ADDITIONAL COMMENTS/INFORMATION			

Matters affecting the above real estate which do not directly appear among the land records, or are not indexed to the exact listed names and legal descriptions above are not included in this report. This is not a commitment for insurance nor is it an opinion on marketability of title. Subject to terms and conditions at TitleSearch.com



BOXES 5 THRU 9 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

1	SUFFOLK COUNTY CLERK	2	47043	3	RECEIVED JUL 30 1998 TRANSFER TAX SUFFOLK COUNTY 47043
L/P# 11907PG784				RECEIVED JUL 30 AM 8:35 EDWARD P. ROMANE CLERK OF SUFFOLK COUNTY	
Number of pages 4					
Serial #					
Certificate #					
Prior City					
Deed / Mortgage Instrument		Deed / Mortgage Tax Stamp		Recording / Filing Stamp	

Page / Filing Fee 12.
 Handling 5.
 TP-584 5.
 Notation
 EA-5217 (County) 5
 EA-5217 (State) 25.
 R.P.T.S.A. 15.00
 Comm. of Ed. 5.00
 Affidavit
 Certified Copy
 Reg. Copy
 Other

Sub Total



Sub Total

GRAND TOTAL

Mortgage Amt. .
 1. Basic Tax
 2. SONYMA
 Sub Total
 3. Spec./Add.
 TOT. MTG. TAX
 Dual Town Dual County
 Held for Apportionment
 Transfer Tax 1198.
 Mansion Tax
 The property covered by this mortgage
 is or will be improved by a one or two
 family dwelling only.
 YES ☒ or NO
 If NO, see appropriate tax clause on
 page # of this instrument.

Real Property Tax Service Agency Verification			
Dist	Section	Block	Lot
0900	211.00	04.00	045.000

Title Company Information

Continental AC
 Company Name
 3 338201
 Title Number

7 FEE PAID BY:
 Cash Check Charge
 Payer same as R & R

OR:

David J Baron 650
 118-21 Queens Blvd.
 Forest Hills, N.Y. 11375

8 RECORD & RETURN TO
 (ADDRESS)

9 Suffolk County Recording & Endorsement Page

This page forms part of the attached Deed made by:
 (Deed, Mortgage, etc.)

The premises herein is situated in
 SUFFOLK COUNTY, NEW YORK.

In the TOWN of Southampton

In the VILLAGE
 or HAMLET of Southampton

SALAV

TO

Colluca

S. 338201

Standard Form 100-1000 - Bureau and State Used with Enclosure (When Noted) - (Individual or Corporation) (Length shown)
 CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 15th day of July, nineteen hundred and ninety-eight
 BETWEEN

KENNETH SALAV and ROBERTA L. SALAV, His Wife,
 presently residing at 179 Northside Drive,
 Sag Harbor, New York,

party of the first part, and

PAUL COLLURA and CHRISTINE COLLURA, His Wife,
 presently residing at 1782 Frederick Avenue,
 Merrick, New York,

party of the second part.

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Shinnecock Hills, Town of Southampton, County of Suffolk and State of New York, more particularly known and designated as and by Lot No. 8 on a certain map entitled, "Subdivision Map of Southampton Harbour Section 3, situate Shinnecock Hills, Town of Southampton, County of Suffolk and State of New York", dated November 25, 1949, Theodore F. Squires, Licensed Land Surveyor No. 15683, Southampton, New York, and which said map was filed in the Office of the Clerk of the County of Suffolk on December 16, 1949 as and by the Map No. 1723, being more particularly bounded and described as follows: BEGINNING at a point on the southerly side of Landing Lane where the same is intersected by the division line between lots 8 and 9 on the aforesaid map; said point or place of beginning being also distant the following 2 courses and distances from the southerly end of a curve having a radius of 25.00 feet, a length of 39.27 feet which said curve connects the southeasterly side of Landing Lane with the southerly side of Montauk Highway;

(1) Southwesterly as measured along the southeasterly side of Landing Lane, North 24 degrees 52 minutes 50 seconds East, 35.00 feet;
 (2) South 76 degrees 32 minutes 25 seconds West, 209.21 feet as measured along the southerly side of Landing Lane the true point or place of beginning;
 RUNNING THENCE from said point or place of beginning along said division line South 13 degrees 27 minutes 35 seconds East, 76.41 feet

Continued on Schedule A description
 See next page.

BEING AND INTENDED TO BE the same premises conveyed to the parties of the first part by deed dated 7/29/88 and recorded 8/8/88 in the Office of the Clerk of the County of Suffolk in Liber 10662 of Deeds at page 304.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this Indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:




 KENNETH SALAV


 ROBERTA L. SALAV

DISTRICT

0900

SECTION

211.00

BLOCK

04.00

LOT

045.000



STATE OF NEW YORK, COUNTY OF Suffolk SS:
 On the 16 day of July, 1998, before me
 personally came
 Kenneth Salav and Robert L. Salav

to me known to be the individual(s) described in and who
 executed the foregoing instrument, and acknowledged that
 they executed the same.

Anta K. Shlupman

ANTA K. SHLUPMAN
 Notary Public, State of New York
 No. 4809611
 Qualified in Nassau County
 Comm. Expires January 31, 2000

STATE OF NEW YORK, COUNTY OF SS:
 On the day of 19, before me
 personally came
 to me known, who, being by me duly sworn, did depose and
 say that he resides at No.

that he is the
 of

, the corporation described
 in and which executed the foregoing instrument; that he
 knows the seal of said corporation; that the seal affixed
 to said instrument is such corporate seal; that it was so
 affixed by order of the board of directors of said corpora-
 tion, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF SS:
 On the day of 19, before me
 personally came

to me known to be the individual described in and who
 executed the foregoing instrument, and acknowledged that
 executed the same.

STATE OF NEW YORK, COUNTY OF SS:
 On the day of 19, before me
 personally came
 the subscribing witness to the foregoing instrument, with
 whom I am personally acquainted, who, being by me duly
 sworn, did depose and say that he resides at No.
 that he knows

to be the individual
 described in and who executed the foregoing instrument;
 that he, said subscribing witness, was present and saw
 execute the same; and that he, said witness,
 at the same time subscribed his name as witness thereto.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. S 335201

SALAV

TO

COLLURA

SECTION 211.00

BLOCK 04.00

LOT 045.000

COUNTY OR TOWN Suffolk/Southampton

Recorded at Request of
 CHICAGO TITLE INSURANCE COMPANY

Return by Mail to

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

CONTINENTAL ABSTRACT CORPORATION
 ONE OLD COUNTRY ROAD
 CARLE PLACE, NEW YORK 11514
 (212) 504-2000 (212) 245-1100

DAVID J. BARON, ESQ.
 BARON & BARON
 118-21 Queens Boulevard
 Forest Hills, New York 11375
 Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE



SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: MORTGAGE/MMM
Number of Pages: 21
Receipt Number : 07-0050509
MORTGAGE NUMBER: CY015987

Recorded: 05/25/2007
At: 11:07:25 AM
LIBER: M00021541
PAGE: 047

District:	Section:	Block:	Lot:
0900	211.00	04.00	045.000

EXAMINED AND CHARGED AS FOLLOWS

Mortgage Amount: \$700,000.00


Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$63.00	NO	Handling	\$5.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
Affidavit	\$0.00	NO	Cart.Copies	\$0.00	NO
RPT	\$30.00	NO	SCTM	\$0.00	NO
Mort.Basic	\$3,500.00	NO	Mort.Addl	\$2,070.00	NO
Mort.SplAddl	\$0.00	NO	Mort.SplAsst	\$1,750.00	NO
			Fees Paid	\$7,438.00	

MORTGAGE NUMBER: CY015987

THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

Judith A. Pascale
County Clerk, Suffolk County

1 2		RECORDED 2007 May 25 11:07:25 AM Judith A. Pascale CLERK OF SUFFOLK COUNTY L N00021541 P 047 CY015987	
Number of pages <u>21</u>			
This document will be public record. Please remove all Social Security Numbers prior to recording.			
Deed / Mortgage Instrument		Deed / Mortgage Tax Stamp	
3		FEES	
Page / Filing Fee _____ Handling <u>5.00</u> TP-584 _____ Notation _____ EA-52 17 (County) _____ Sub Total _____ EA-5217 (State) _____ R.P.T.S.A. <u>20</u> Comm. of Ed. <u>5.00</u> Affidavit _____ Certified Copy _____ NYS Surcharge <u>15.00</u> Sub Total _____ Other _____ Grand Total <u>118-</u>		Mortgage Amt. <u>700,000-</u> 1. Basic Tax _____ 2. Additional Tax _____ Sub Total _____ Spec./Assit. _____ or _____ Spec./Add. _____ TOT. MTG. TAX <u>7320-</u> Dual Town _____ Dual County _____ Held for Appointment _____ Transfer Tax _____ Mansion Tax _____ The property covered by this mortgage is or will be improved by a one or two family dwelling only. YES _____ or NO _____ If NO, see appropriate tax clause on page # _____ of this instrument.	
4 Dist. 0900 21100 0400 045000 Real Prop. Tax Service Agency Verificat 		5 Community Preservation Fund Consideration Amount \$ _____ CPF Tax Due \$ _____ Improved _____ Vacant Land _____ TD _____ TD _____ TD _____	
6 Satisfaction/Discharges/Releases List Property Owners Mailing Address RECORD & RETURN TO: US Recordings, Inc. PO Box 19989, Louisville, KY 40259 <u>3902 3476</u>		7 Title Company Information Co. Name _____ Title # _____	
Mail to: Judith A. Pascale, Suffolk County Clerk 310 Center Drive, Riverhead, NY 11901 www.suffolkcountyny.gov/clerk			
8 Suffolk County Recording & Endorsement Page			

This page forms part of the attached MORTGAGE made by: _____

PAUL COLLURA AND CHRISTINE COLLURA

The premises herein is situated in SUFFOLK COUNTY, NEW YORK.

TO
CAPITAL ONE HOME LOANS, LLC

In the TOWN of SOUTH HAMPTON
 In the VILLAGE _____
 or HAMLET of SOUTH HAMPTON

BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

(over)

IMPORTANT NOTICE

If the document you've just recorded is your SATISFACTION OF MORTGAGE, please be aware of the following:

If a portion of your monthly mortgage payment included your property taxes, you will now need to contact your local Town Tax Receiver so that you may be billed directly for all future property tax statements.

Local property taxes are payable twice a year: on or before January 10th and on or before May 31st. Failure to make payments in a timely fashion could result in a penalty.

Please contact your local Town Tax Receiver with any questions regarding property tax payment.

Babylon Town Receiver of Taxes
200 East Sunrise Highway
North Lindenhurst, N.Y. 11757
(631) 957-3004

Brookhaven Town Receiver of Taxes
One Independence Hill
Farmingville, N.Y. 11738
(631) 451-9009

East Hampton Town Receiver of Taxes
300 Pantigo Place
East Hampton, N.Y. 11937
(631) 324-2770

Huntington Town Receiver of Taxes
100 Main Street
Huntington, N.Y. 11743
(631) 351-3217

Islip Town Receiver of Taxes
40 Nassau Avenue
Islip, N.Y. 11751
(631) 224-5580

Riverhead Town Receiver of Taxes
200 Howell Avenue
Riverhead, N.Y. 11901
(631) 727-3200

Shelter Island Town Receiver of Taxes
Shelter Island Town Hall
Shelter Island, N.Y. 11964
(631) 749-3338

Smithtown Town Receiver of Taxes
99 West Main Street
Smithtown, N.Y. 11787
(631) 360-7610

Southampton Town Receiver of Taxes
116 Hampton Road
Southampton, N.Y. 11968
(631) 283-6514

Southold Town Receiver of Taxes
53095 Main Street
Southold, N.Y. 11971
(631) 765-1803

Sincerely,



Judith A. Pascale
Suffolk County Clerk

dw
2/99

Return To:

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
PO Box 18889
Louisville, KY 40259

Prepared By: **3902 3476**
Tony Williams
12800 Foster Street
Overland Park, KS 66213

(Space Above This Line For Recording Date)

MORTGAGE MIN 1003932-2007127551-2

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This document, which is dated **May 4, 2007**
together with all Riders to this document, will be called the "Security Instrument."
(B) "Borrower." Paul Collura and Christine Collura, His Wife

whose address is 14 Landing Lane, South Hampton, NY 11968

sometimes will be called "Borrower" and sometimes simply "I" or "me."

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2028, Farm, MI 48501-2028, tel. (888) 678-MERS. FOR PURPOSES OF RECORDING THIS MORTGAGE, MERS IS THE MORTGAGEE OF RECORD.

*64818
Miller
Rd.*

(D) "Lender." Capital One Home Loans, LLC

will be called "Lender." Lender is a corporation or association which exists under the laws of the United States of America. Lender's address is 12800 Foster Street, Overland Park, KS 66213

Section: Block: Lot: Unit:
2007127551 2007127551 0
NEW YORK - Single Family - Fazerio Mac/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3033 1/01

64818
Miller
Rd.
Page 1 of 17
VMP Mortgage Solutions, Inc.



(E) "Note." The note signed by Borrower and dated May 4, 2007, will be called the "Note." The Note shows that I owe Lender Seven Hundred Thousand and no/100

Dollars (U.S. \$ 700,000.00)
plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by June 1, 2037.

(F) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

(G) "Loan." The "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Sums Secured." The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Sums Secured."

(I) "Riders." All Riders attached to this Security Instrument that are signed by Borrower will be called "Riders." The following Riders are to be signed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input checked="" type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(J) "Applicable Law." All controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable, judicial opinions will be called "Applicable Law."

(K) "Community Association Dues, Fees, and Assessments." All dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization will be called "Community Association Dues, Fees, and Assessments."

(L) "Electronic Funds Transfer." "Electronic Funds Transfer" means any transfer of money, other than by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Some common examples of an Electronic Funds Transfer are point-of-sale transfers (where a card such as an asset or debit card is used at a merchant), automated teller machine (or ATM) transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items." Those items that are described in Section 3 will be called "Escrow Items."

(N) "Miscellaneous Proceeds." "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than Insurance Proceeds, as defined in, and paid under the coverage described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) Condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of Condemnation or sale to avoid Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. A taking of the Property by any governmental authority by eminent domain is known as "Condemnation."

(O) "Mortgage Insurance." "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment." The regularly scheduled amount due for (i) principal and interest under the Note, and (ii) any amounts under Section 3 will be called "Periodic Payment."


(Q) "RESPA." "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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44(MY) (0508) 01

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Initials 

Form 3033 1/01

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to MERS (solely as nominee for Lender and Lender's successors in interest) and its successors in interest subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions and modifications of the Note;
- (B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Security Instrument and the Note.

I understand and agree that MERS holds only legal title to the rights granted by me in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right:

- (A) to exercise any or all of those rights, including, but not limited to, the right to foreclose and sell the Property; and
- (B) to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

DESCRIPTION OF THE PROPERTY

I give MERS (solely as nominee for Lender and Lender's successors in interest) rights in the Property described in (A) through (G) below:

- (A) The Property which is located at 14 Landing Lane

Southampton
This Property is in SUFFOLK
description:
See Attached

[Street]
[City, Town or Village], New York 11968 [Zip Code].
County. It has the following legal

- (B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"
- (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;


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 Initials 

Form 3833 1/01

(E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;

(F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and

(G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in "plain language."

COVENANTS

I promise and I agree with Lender as follows:

1. **Borrower's Promise to Pay.** I will pay to Lender on time principal and interest due under the Note and any prepayment, late charges and other amounts due under the Note. I will also pay all amounts for Escrow items under Section 3 of this Security Instrument.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. If any of my payments by check or other payment instrument is returned to Lender unpaid, Lender may require my payment be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location required in the Note, or at another location designated by Lender under Section 15 of this Security Instrument. Lender may return or accept any payment or partial payment if it is for an amount that is less than the amount that is then due. If Lender accepts a lesser payment, Lender may refuse to accept a lesser payment that I may make in the future and does not waive any of its rights. Lender is not obligated to apply such lesser payments when it accepts such payments. If interest on principal accrues as if all Periodic Payments had been paid when due, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until I make payments to bring the Loan current. If I do not do so within a reasonable period of time, Lender will either apply such funds or return them to me. In the event of foreclosure, any unapplied funds will be applied to the outstanding principal balance immediately prior to foreclosure. No offset or claim which I might have now or in the future against Lender will relieve me from making payments due under the Note and this Security Instrument or keeping all of my other promises and agreements secured by this Security Instrument.

2. **Application of Borrower's Payments and Insurance Proceeds.** Unless Applicable Law or this Section 2 requires otherwise, Lender will apply each of my payments that Lender accepts in the following order:

First, to pay interest due under the Note;

Next, to pay principal due under the Note; and

Next, to pay the amounts due Lender under Section 3 of this Security Instrument.

Such payments will be applied to each Periodic Payment in the order in which it became due.

Any remaining amounts will be applied as follows:

First, to pay any late charges;

Next, to pay any other amounts due under this Security Instrument; and

Next, to reduce the principal balance of the Note.

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8A(NY) (2000) 01

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Initials

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Form 3033 1/91

If Lender receives a payment from me for a late Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the late Periodic Payment and the late charge. If more than one Periodic Payment is due, Lender may apply any payment received from me: First, to the repayment of the Periodic Payments that are due if, and to the extent that, each payment can be paid in full; Next, to the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due.

Voluntary prepayments will be applied as follows: First, to any prepayment charges; and Next, as described in the Note.

Any application of payments, Insurance Proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date of the Periodic Payments or change the amount of those payments.

3. Monthly Payments For Taxes And Insurance.

(a) Borrower's Obligations.

I will pay to Lender all amounts necessary to pay for taxes, assessments, water charges, sewer rents and other similar charges, ground leasehold payments or rents (if any), hazard or property insurance covering the Property, flood insurance (if any), and any required Mortgage Insurance, or a Loss Reserve as described in Section 10 in the place of Mortgage Insurance. Each Periodic Payment will include an amount to be applied toward payment of the following items which are called "Escrow Items:"

- (1) The taxes, assessments, water charges, sewer rents and other similar charges, on the Property which under Applicable Law may be superior to this Security Instrument as a Lien on the Property. Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "Lien;"
- (2) The leasehold payments or ground rents on the Property (if any);
- (3) The premium for any and all insurance required by Lender under Section 5 of this Security Instrument;
- (4) The premium for Mortgage Insurance (if any);
- (5) The amount I may be required to pay Lender under Section 10 of this Security Instrument instead of the payment of the premium for Mortgage Insurance (if any); and
- (6) If required by Lender, the amount for any Community Association Dues, Fees, and Assessments.

After signing the Note, or at any time during its term, Lender may include these amounts as Escrow Items. The monthly payment I will make for Escrow Items will be based on Lender's estimate of the annual amount required.

I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless Applicable Law requires otherwise. I will make these payments on the same day that my Periodic Payments of principal and interest are due under the Note.

The amounts that I pay to Lender for Escrow Items under this Section 3 will be called "Escrow Funds." I will pay Lender the Escrow Funds for Escrow Items unless Lender waives my obligation to pay the Escrow Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Escrow Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, I will pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Escrow Funds has been waived by Lender and, if Lender requires, will promptly send to Lender receipts showing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts will be considered to be a promise and agreement contained in this Security Instrument, as the phrase "promises and agreements" is used in Section 9 of this Security Instrument. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may pay that amount and I will then be obligated under Section 9 of this Security Instrument to repay to Lender. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 of this Security Instrument and, upon the revocation, I will pay to Lender all Escrow Funds, and in amounts, that are then required under this Section 3.

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Form 3033 1/01

I promise to promptly send to Lender any notices that I receive of Escrow Item amounts to be paid. Lender will estimate from time to time the amount of Escrow Funds I will have to pay by using existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless Applicable Law requires Lender to use another method for determining the amount I am to pay.

Lender may, at any time, collect and hold Escrow Funds in an amount sufficient to permit Lender to apply the Escrow Funds at the time specified under RESPA. Applicable Law puts limits on the total amount of Escrow Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a lender could require under RESPA. If there is another Applicable Law that imposes a lower limit on the total amount of Escrow Funds Lender can collect and hold, Lender will be limited to the lower amount.

(b) Lender's Obligations.

Lender will keep the Escrow Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentality, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Escrow Funds. Lender will use the Escrow Funds to pay the Escrow Items no later than the time allowed under RESPA or other Applicable Law. Lender will give to me, without charge, an annual accounting of the Escrow Funds. That accounting will show all additions to and deductions from the Escrow Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Escrow Funds, for using the Escrow Funds to pay Escrow Items, for making a yearly analysis of my payment of Escrow Funds or for receiving, or for verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Escrow Funds and if Applicable Law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Escrow Funds unless either (1) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (2) Applicable Law requires Lender to pay interest on the Escrow Funds.

(c) Adjustments to the Escrow Funds.

Under Applicable Law, there is a limit on the amount of Escrow Funds Lender may hold. If the amount of Escrow Funds held by Lender exceeds this limit, then there will be an excess amount and RESPA requires Lender to account to me in a special manner for the excess amount of Escrow Funds.

If, at any time, Lender has not received enough Escrow Funds to make the payments of Escrow Items when the payments are due, Lender may tell me in writing that an additional amount is necessary. I will pay to Lender whatever additional amount is necessary to pay the Escrow Items when the payments are due, but the number of payments will not be more than 12.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Escrow Funds that are then being held by Lender.

4. Borrower's Obligation to Pay Charges, Assessments And Claims. I will pay all taxes, assessments, water charges, sewer rents and other similar charges, and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument. I will also make ground rents or payments due under my lease if I am a tenant on the Property and Community Association Dues, Fees, and Assessments (if any) due on the Property. If these items are Escrow Items, I will do this by making the payments as described in Section 3 of this Security Instrument. In this Security Instrument, the word "Person" means any individual, organization, governmental authority or other party.

I will promptly pay or satisfy all Liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior Lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior Lien and Lender approves the way in which I agree to pay that obligation, but only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior Lien in a lawsuit so that in Lender's opinion, during the lawsuit, the superior Lien may not be enforced, but only until the lawsuit ends; or (c) I secure from the holder of that other Lien an agreement, approved in writing by Lender, that the Lien of this Security

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Instrument is superior to the Lien held by that Person. If Lender determines that any part of the Property is subject to a superior Lien, Lender may give Borrower a notice identifying the superior Lien. Within 10 days of the date on which the notice is given, Borrower shall pay or satisfy the superior Lien or take one or more of the actions mentioned in this Section 4.

Lender also may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the Loan, unless Applicable Law does not permit Lender to make such a charge.

5. **Borrower's Obligation to Maintain Hazard Insurance or Property Insurance.** I will obtain hazard or property insurance to cover all buildings and other improvements that now are, or in the future will be, located on the Property. The insurance will cover loss or damage caused by fire, hazards normally covered by "Extended Coverage" hazard insurance policies, and any other hazards for which Lender requires coverage, including, but not limited to earthquakes and floods. The insurance will be in the amounts (including, but not limited to, deductible levels) and for the periods of time required by Lender. What Lender requires under the last sentence can change during the term of the Loan. I may choose the insurance company, but my choice is subject to Lender's right to disapprove. Lender may not disapprove my choice unless the disapproval is reasonable. Lender may require me to pay either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect the flood zone determination or certification. If I disagree with the flood zone determination, I may request the Federal Emergency Management Agency to review the flood zone determination and I promise to pay any fees charged by the Federal Emergency Management Agency for its review.

If I fail to maintain any of the insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and my expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage will cover Lender, but might or might not protect me, my equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that I could have obtained. Any amounts disbursed by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the interest rate set forth in the Note from the date of disbursement and will be payable with such interest, upon notice from Lender to me requesting payment.

All of the insurance policies and renewals of those policies will include what is known as a "Standard Mortgage Clause" to protect Lender and will name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewals will be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy will include a Standard Mortgage Clause and will name Lender as mortgagee and/or as an additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company for loss or damage to the Property is called "Insurance Proceeds." Unless Lender and I otherwise agree in writing, any Insurance Proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Insurance Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c) Lender and I have agreed in writing not to use the Insurance Proceeds for that purpose. During the period

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that any repairs or restorations are being made, Lender may hold any Insurance Proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a single payment or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires otherwise, Lender is not required to pay me any interest or earnings on the Insurance Proceeds. I will pay for any public adjusters or other third parties that I hire, and their fees will not be paid out of the Insurance Proceeds. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Insurance Proceeds will be used to reduce the amount that I owe to Lender under this Security Instrument. Such Insurance Proceeds will be applied in the order provided for in Section 2. If any of the Insurance Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Insurance Proceeds will be paid to me.

If I abandon the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim; Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 of this Security Instrument or otherwise, I give Lender my rights to any Insurance Proceeds in an amount not greater than the amounts unpaid under the Note and this Security Instrument. I also give Lender any other of my rights (other than the right to any refund of unearned premiums that I paid) under all insurance policies covering the Property, if the rights are applicable to the coverage of the Property. Lender may use the Insurance Proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Borrower's Obligations to Occupy The Property. I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is reasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

7. Borrower's Obligations to Maintain And Protect The Property And to Fulfill Any Lease Obligations.

(a) Maintenance and Protection of the Property.

I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate. Whether or not I am residing in the Property, I will keep the Property in good repair so that it will not deteriorate or decrease in value due to its condition. Unless it is determined under Section 5 of this Security Instrument that repair is not economically feasible, I will promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or Condemnation (as defined in the definition of Miscellaneous Proceeds) proceeds are paid because of loss or damage to, or Condemnation of, the Property, I will repair or restore the Property only if Lender has released those proceeds for such purposes. Lender may pay for the repairs and restoration out of proceeds in a single payment or in a series of progress payments as the work is completed. If the insurance or Condemnation proceeds are not sufficient to repair or restore the Property, I promise to pay for the completion of such repair or restoration.

(b) Lender's Inspection of Property.

Lender, and others authorized by Lender, may enter on and inspect the Property. They will do so in a reasonable manner and at reasonable times. If it has a reasonable purpose, Lender may inspect the inside of the home or other improvements on the Property. Before or at the time an inspection is made, Lender will give me notice stating a reasonable purpose for such interior inspection.

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8. Borrower's Loan Application. If, during the application process for the Loan, I, or any Person or entity acting at my direction or with my knowledge or consent, made false, misleading, or inaccurate statements to Lender about information important to Lender in determining my eligibility for the Loan (or did not provide Lender with such information), Lender will treat my actions as a default under this Security Instrument. False, misleading, or inaccurate statements about information important to Lender would include a misrepresentation of my intention to occupy the Property as a principal residence. This is just one example of a false, misleading, or inaccurate statement of important information.

9. Lender's Right to Protect Its Rights in The Property. If: (a) I do not keep my promises and agreements made in this Security Instrument; (b) someone, including me, begins a legal proceeding that may significantly affect Lender's interest in the Property or rights under this Security Instrument (such as a legal proceeding in bankruptcy, in probate, for Condemnation or Forfeiture (as defined in Section 11), proceedings which could give a Person rights which could equal or exceed Lender's interest in the Property or under this Security Instrument, proceedings for enforcement of a Lien which may become superior to this Security Instrument, or to enforce laws or regulations); or (c) I have abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and Lender's rights under this Security Instrument.

Lender's actions may include, but are not limited to: (a) protecting and/or assessing the value of the Property; (b) securing and/or repairing the Property; (c) paying sums to eliminate any Lien against the Property that may be equal or superior to this Security Instrument; (d) appearing in court; and (e) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender can also enter the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, have utilities turned on or off, and take any other action to secure the Property. Although Lender may take action under this Section 9, Lender does not have to do so and is under no duty to do so. I agree that Lender will not be liable for not taking any or all actions under this Section 9.

I will pay to Lender any amounts, with interest, which Lender spends under this Section 9. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will pay interest on those amounts at the interest rate set forth in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

If I do not own, but am a tenant on the Property, I will fulfill all my obligations under my lease. I also agree that, if I acquire the full title (sometimes called "Fee Title") to the Property, my lease interest and the Fee Title will not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, I will pay the premiums for the Mortgage Insurance. If, for any reason, the Mortgage Insurance coverage ceases to be available from the mortgage insurer that previously provided such insurance and Lender required me to make separate payments toward the premiums for Mortgage Insurance, I will pay the premiums for substantially equivalent Mortgage Insurance coverage from an alternate mortgage insurer. However, the cost of this Mortgage Insurance coverage will be substantially equivalent to the cost to me of the previous Mortgage Insurance coverage, and the alternate mortgage insurer will be selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Lender will establish a non-refundable "Loss Reserve" as a substitute for the Mortgage Insurance coverage. I will continue to pay to Lender each month an amount equal to one-twelfth of the yearly Mortgage Insurance premium (as of the time the coverage lapsed or ceased to be in effect). Lender will retain these payments, and will use these payments to pay for losses that the Mortgage Insurance would have covered. The Loss Reserve is non-refundable even if the Loan is ultimately paid in full and Lender is not required to pay me any interest on the Loss Reserve. Lender can no longer require Loss Reserve payments if: (a) Mortgage Insurance


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coverage again becomes available through an insurer selected by Lender; (b) such Mortgage Insurance is obtained; (c) Lender requires separately designated payments toward the premiums for Mortgage Insurance; and (d) the Mortgage Insurance coverage is in the amount and for the period of time required by Lender.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separate payments toward the premiums for Mortgage Insurance, I will pay the Mortgage Insurance premiums, or the Loss Reserve payments, until the requirement for Mortgage Insurance ends according to any written agreement between Lender and me providing for such termination or until termination of Mortgage Insurance is required by Applicable Law. Lender may require me to pay the premiums, or the Loss Reserve payments, in the manner described in Section 3 of this Security Instrument. Nothing in this Section 10 will affect my obligation to pay interest at the rate provided in the Note.

A Mortgage Insurance policy pays Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy.

Mortgage insurers assess their total risk on all Mortgage Insurance from time to time. Mortgage insurers may enter into agreements with other parties to share or change their risk, or to reduce losses. These agreements are based on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include Mortgage Insurance premiums).

As a result of these agreements, Lender, any owner of the Note, another insurer, any reinsurer, or any other entity may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund; and (b) any of these agreements will not affect the rights Borrower has - if any - regarding the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated automatically, and/or (d) to receive a refund of any Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

11. Agreements About Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are assigned to and will be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds will be applied to restoration or repair of the Property, if (a) the restoration or repair is economically feasible, and (b) Lender's security given in this Security Instrument is not lessened. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to verify that the work has been completed to Lender's satisfaction. However, the inspection will be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on the Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security given in this Security Instrument would be lessened, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me. Such Miscellaneous Proceeds will be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in

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value, the Sums Secured will be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Sums Secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to me.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in value, the Miscellaneous Proceeds will be applied to the Sums Secured whether or not the sums are then due.

If I abandon the Property, or if, after Lender sends me notice that the Opposing Party (as defined in the next sentence) offered to make an award to settle a claim for damages, I fail to respond to Lender within 30 days after the date Lender gives notice, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the Sums Secured, whether or not then due. "Opposing Party" means the third party that owes me Miscellaneous Proceeds or the party against whom I have a right of action in regard to Miscellaneous Proceeds.

I will be in default under this Security Instrument if any civil or criminal action or proceeding that Lender determines could result in a court ruling (a) that would require Forfeiture of the Property, or (b) that could damage Lender's interest in the Property or rights under this Security Instrument. "Forfeiture" is a court action to require the Property, or any part of the Property, to be given up. I may correct the default by obtaining a court ruling that dismisses the court action. If Lender determines that this court ruling prevents Forfeiture of the Property and also prevents any damage to Lender's interest in the Property or rights under this Security Instrument. If I correct the default, I will have the right to have enforcement of this Security Instrument discontinued, as provided in Section 19 of this Security Instrument, even if Lender has required Immediate Payment in Full (as defined in Section 22). The proceeds of any award or claim for damages that are attributable to the damage or reduction of Lender's interest in the Property are assigned, and will be paid, to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order provided for in Section 2.

12. Continuation of Borrower's Obligations And of Lender's Rights.

(a) Borrower's Obligations.

Lender may allow me, or a Person who takes over my rights and obligations, to delay or to change the amount of the Periodic Payments. Even if Lender does this, however, I will still be fully obligated under the Note and under this Security Instrument unless Lender agrees to release me, in writing, from my obligations.

Lender may allow those delays or changes for me or a Person who takes over my rights and obligations, even if Lender is requested not to do so. Even if Lender is requested to do so, Lender will not be required to (1) bring a lawsuit against me or such a Person for not fulfilling obligations under the Note or under this Security Instrument, or (2) refuse to extend time for payment or otherwise modify amortization of the Sums Secured.

(b) Lender's Rights.

Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under Applicable Law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if: (1) Lender obtains insurance, pays taxes, or pays other claims, charges or Liens against the Property; (2) Lender accepts payments from third Persons; or (3) Lender accepts payments in amounts less than the amount then due, Lender will have the right under Section 22 below to demand that I make Immediate Payment in Full of any amounts remaining due and payable to Lender under the Note and under this Security Instrument.

13. Obligations of Borrower And of Persons Taking Over Borrower's Rights or Obligations. If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (a) that Person is signing this Security Instrument only to give that Person's rights in the Property to Lender under the terms of this Security Instrument; (b) that Person is not personally obligated to pay the Sums Secured; and (c) that Person agrees that Lender may agree with the other Borrowers to


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delay enforcing any of Lender's rights, to modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

Subject to the provisions of Section 18 of this Security Instrument, any Person who takes over my rights or obligations under this Security Instrument in writing, and is approved by Lender in writing, will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Borrower will not be released from Borrower's obligations and liabilities under this Security Instrument unless Lender agrees in such release in writing. Any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's promises and agreements made in this Security Instrument except as provided under Section 20.

14. **Loan Charges.** Lender may charge me fees for services performed in connection with my default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. With regard to other fees, the fact that this Security Instrument does not expressly indicate that Lender may charge a certain fee does not mean that Lender cannot charge that fee. Lender may not charge fees that are prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to Applicable Law which sets maximum loan charges, and that Applicable Law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed permitted limits: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (even if a prepayment charge is provided for under the Note). If I accept such a refund that is paid directly to me, I will waive any right to bring a lawsuit against Lender because of the overcharge.

15. **Notices Required under this Security Instrument.** All notices given by me or Lender in connection with this Security Instrument will be in writing. Any notice to me in connection with this Security Instrument is considered given to me when mailed by first class mail or when actually delivered to my notice address if sent by other means. Notice to any one Borrower will be notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address is the address of the Property unless I give notice to Lender of a different address. I will promptly notify Lender of any change of address. If Lender specifies a procedure for reporting my change of address, then I will only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated on the first page of this Security Instrument unless Lender has given me notice of another address. Any notice in connection with this Security Instrument is given to Lender when it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Law That Governs this Security Instrument; Word Usage.** This Security Instrument is governed by federal law and the law of New York State. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might allow the parties to agree by contract or it might be silent, but such silence does not mean that Lender and I cannot agree by contract. If any term of this Security Instrument or of the Note conflicts with Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which can operate, or be given effect, without the conflicting provision. This means that the Security Instrument or the Note will remain as if the conflicting provision did not exist.

As used in this Security Instrument: (a) words of the masculine gender mean and include corresponding words of the feminine and neuter genders; (b) words in the singular mean and include the plural, and words in the plural mean and include the singular; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** I will be given one copy of the Note and of this Security Instrument.

18. **Agreements about Lender's Rights If the Property Is Sold or Transferred.** Lender may require immediate payment in full of all sums secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission.

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If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require Immediate Payment in Full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires Immediate Payment in Full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

19. **Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued.** Even if Lender has required Immediate Payment in Full, I may have the right to have enforcement of this Security Instrument stopped. I will have this right at any time before the earliest of: (a) five days before sale of the Property under any power of sale granted by this Security Instrument; (b) another period as Applicable Law might specify for the termination of my right to have enforcement of the Loan stopped; or (c) a judgment has been entered enforcing this Security Instrument. In order to have this right, I will meet the following conditions:

- (a) I pay to Lender the full amount that then would be due under this Security Instrument and the Note as if Immediate Payment in Full had never been required;
- (b) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;
- (c) I pay all of Lender's reasonable expenses in enforcing this Security Instrument (including, for example, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument); and
- (d) I do whatever Lender reasonably requires to assure that Lender's interest in the Property and rights under this Security Instrument and my obligations under the Note and under this Security Instrument continue unchanged.

Lender may require that I pay the sums and expenses mentioned in (a) through (d) in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 19, then this Security Instrument will remain in full effect as if Immediate Payment in Full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required Immediate Payment in Full under Section 18 of this Security Instrument.

20. **Note Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Lender's and Borrower's Right to Notice of Grievance.** The Note, or an interest in the Note, together with this Security Instrument, may be sold one or more times. I might not receive any prior notice of these sales.

The entity that collects the Periodic Payments and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law is called the "Loan Servicer." There may be a change of the Loan Servicer as a result of the sale of the Note. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Applicable Law requires that I be given written notice of any change of the Loan Servicer. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA or Applicable Law. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to me will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither I nor Lender may commence, join or be joined to any court action (as either an individual party or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other has not fulfilled any of its obligations under this Security Instrument, unless the other is notified (in the manner required under Section 15 of this Security Instrument) of the unfulfilled obligation and given a reasonable time period to take corrective action. If

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Applicable Law provides a time period which will elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to me under Section 22 and the notice of the demand for payment in full given to me under Section 22 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20. All rights under this paragraph are subject to Applicable Law.

21. Continuation of Borrower's Obligations to Maintain and Protect the Property. The federal laws and the laws of New York State that relate to health, safety or environmental protection are called "Environmental Law." Environmental Law classifies certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Section 21. These substances are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous by Environmental Law and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances." "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law. An "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

I will not do anything affecting the Property that violates Environmental Law, and I will not allow anyone else to do so. I will not cause or permit Hazardous Substances to be present on the Property. I will not use or store Hazardous Substances on the Property. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. I also will not do, nor allow anyone else to do, anything affecting the Property that: (a) is in violation of any Environmental Law; (b) creates an Environmental Condition; or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The promises in this paragraph do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property (including, but not limited to, Hazardous Substances in consumer products). I may use or store these small quantities on the Property. In addition, unless Environmental Law requires removal or other action, the buildings, the improvements and the fixtures on the Property are permitted to contain asbestos and asbestos-containing materials if the asbestos and asbestos-containing materials are undisturbed and "non-friable" (that is, not easily crumbled by hand pressure).

I will promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which I have actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If I learn, or any governmental or regulatory authority, or any private party, notifies me that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

Nothing in this Security Instrument creates an obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS

I also promise and agree with Lender as follows:

22. Lender's Rights If Borrower Fails to Keep Promises and Agreements. Except as provided in Section 18 of this Security Instrument, if all of the conditions stated in subsections (a), (b) and (c) of this Section 22 are met, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement is called "Immediate Payment in Full."

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another

2007127551

2007127551

 4A(NY) 0309101

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Inmate



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Form 3033 1/01

Person may acquire the Property. This is known as "Foreclosure and Sale." In any lawsuit for Foreclosure and Sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by Applicable Law and will have the right to add all reasonable attorneys' fees to the amount I owe Lender, which fees shall become part of the Sums Secured.

Lender may require Immediate Payment in Full under this Section 22 only if all of the following conditions are met:

- (a) I fail to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promises to pay the Sums Secured when due, or if another default occurs under this Security Instrument;
- (b) Lender sends to me, in the manner described in Section 15 of this Security Instrument, a notice that states:
 - (1) The promise or agreement that I failed to keep or the default that has occurred;
 - (2) The action that I must take to correct that default;
 - (3) A date by which I must correct the default. That date will be at least 30 days from the date on which the notice is given;
 - (4) That if I do not correct the default by the date stated in the notice, Lender may require Immediate Payment in Full, and Lender or another Person may acquire the Property by means of Foreclosure and Sale;
 - (5) That if I meet the conditions stated in Section 19 of this Security Instrument, I will have the right to have Lender's enforcement of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if Immediate Payment in Full had never been required; and
 - (6) That I have the right in any lawsuit for Foreclosure and Sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and
- (c) I do not correct the default stated in the notice from Lender by the date stated in that notice.

23. Lender's Obligation to Discharge this Security Instrument. When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. I will pay all costs of recording the discharge in the proper official records. I agree to pay a fee for the discharge of this Security Instrument, if Lender so requires. Lender may require that I pay such a fee, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted by Applicable Law.

24. Agreements about New York Lien Law. I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that I will: (a) hold all amounts which I receive and which I have a right to receive from Lender under the Note as a trust fund; and (b) use those amounts to pay for "Cost of Improvement" (as defined in Section 13 of the New York Lien Law) before I use them for any other purpose. The fact that I am holding those amounts as a trust fund means that for any building or other improvement located on the Property I have a special responsibility under the law to use the amount in the manner described in this Section 24.

25. Borrower's Statement Regarding the Property (check box as applicable).

- ☒ This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.
- ☐ This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.
- ☐ This Security Instrument does not cover real property improved as described above.

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 8A(NY) (RSCB) 01

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Lender's



Form 3033 1/01

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 17 of this Security Instrument and in any Rider signed by me and recorded with it.

Witnesses:

	<u>Paul Collura</u> (Seal) Paul Collura - Borrower
	<u>Christine Collura</u> (Seal) Christine Collura - Borrower
	(Seal) - Borrower
	(Seal) - Borrower
	(Seal) - Borrower
	(Seal) - Borrower
	(Seal) - Borrower
	(Seal) - Borrower

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SA(NY) (psan) 01

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Form 3033 1/01

STATE OF NEW YORK,

County of Suffolk

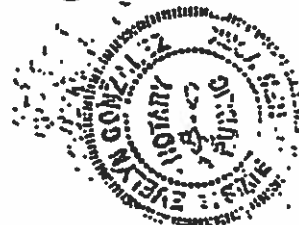
On the 4th day of May 2007 before me, the undersigned, a notary public in and for said state, personally appeared Paul Collura and Christine Collura

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

Tax Map Information: 211000400045000

EVELYN GONZALEZ
Notary Public, State of New York
No. 01G06012810
Qualified in Suffolk County
Commission Expires August 31, 20 10



2007127551

4A(NY) (2007) 01

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Initials PC
CC

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Form 3033 1/01

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 4th day of May 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to Capital One Home Loans, LLC

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:

14 Landing Lane, Southampton, NY 11968

[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. **Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

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MULTISTATE SECOND HOME RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3890 1/01 MW 11/04

Page 1 of 2

Initials:

386R (0411)

VMP Mortgage Solutions, Inc. (800)521-7291

PC
CC



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.


Paul Collura (Seal)
-Borrower


Christine Collura (Seal)
-Borrower


(Seal)
-Borrower


(Seal)
-Borrower


(Seal)
-Borrower


(Seal)
-Borrower


(Seal)
-Borrower


(Seal)
-Borrower

2007127551
388R (0411)

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Page 2 of 2

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Form 3880 1/01



EXHIBIT A

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE TOWN OF SOUTH HAMPTON, COUNTY OF SUFFOLK, AND STATE OF NEW YORK, TO WIT:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING AT SHINNECOCK HILLS TOWN OF SOUTHAMPTON, COUNTY OF SUFFOLK AND STATE OF NEW YORK, MORE PARTICULARLY KNOWN AND DESIGNATED AS AND BY LOT NO. 8 ON A CERTAIN MAP ENTITLED, "SUBDIVISION MAP OF SOUTHAMPTON HARBOUR SECTION 3, SITUATE SHINNECOCK HILLS, TOWN OF SOUTHAMPTON, COUNTY OF SUFFOLK AND STATE OF NEW YORK", DATED NOVEMBER 25, 1949, THEODORE F. SQUIRES LICENSED LAND SURVEYOR NO. 15683, SOUTHAMPTON, NEW YORK, AND WHICH SAID MAP WAS FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF SUFFOLK ON DECEMBER 16, 1949 AS AND BY THE MAP NO. 1723, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF LANDING LANE WHERE THE SAME IS INTERSECTED BY THE DIVISION LINE BETWEEN LOTS 5 AND 9 ON THE AFORESAID MAP; SAID POINT OR PLACE OF BEGINNING BEING ALSO DISTANT THE FOLLOWING 2 COURSES AND DISTANCES FROM THE SOUTHERLY END OF A CURVE HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.27 FEET WHICH SAID CURVE CONNECTS THE SOUTHEASTERLY SIDE, OF LANDING LANE WITH THE SOUTHERLY SIDE OF MONTAUK HIGHWAY;

(1) SOUTHWESTERLY AS MEASURED ALONG THE SOUTHEASTERLY SIDE OF LANDING LANE, NORTH 24 DEGREES 52 MINUTES 50 SECONDS EAST, 35.00 FEET;

(2) SOUTH 76 DEGREES 32 MINUTES 25 SECONDS WEST, 209.21 FEET AS MEASURED ALONG THE SOUTHERLY SIDE OF LANDING LANE THE TRUE POINT OR PLACE OF BEGINNING;

RUNNING THENCE FROM SAID POINT OR PLACE OF BEGINNING ALONG SAID DIVISION LINE SOUTH 13 DEGREES 27 MINUTES 35 SECONDS EAST, 76.41 FEET (DEED) 76.03 FEET (ACTUAL) TO BULKHEAD LINE OF THE LAGOON;

THENCE ALONG THE BULKHEAD LINE OF THE LAGOON SOUTH 56 DEGREES 46 MINUTES 33 SECONDS WEST 95.61 FEET (DEED) SOUTH 16 DEGREES 24 MINUTES 57 SECONDS WEST, 93.85 FEET (ACTUAL) TO THE DIVISION LINE BETWEEN LOTS 7 AND 8,

THENCE ALONG SAID LAST MENTIONED DIVISION LINE NORTH 13 DEGREES 27 MINUTES 35 SECONDS WEST, 108.69 FEET (DEED) 109.00 FEET (ACTUAL) TO THE SOUTHERLY SIDE OF LANDING LANE; AND

THENCE ALONG THE SOUTHERLY SIDE OF LANDING LANE NORTH 76 DEGREES 32 MINUTES 25 SECONDS EAST, 90.00 FEET TO THE POINT OR PLACE OF BEGINNING.

SAID PREMISES ALSO KNOWN AS 14 LANDING LANE, SOUTHAMPTON, NY 11968

THENCE ALONG THE SOUTHERLY SIDE OF LANDING LANE NORTH 76 DEGREES 32 MINUTES 25 SECONDS EAST, 90.00 FOOT TO THE POINT OR PLACE OF BEGINNING.

TAX ID #: 211.00-04.00-045.000

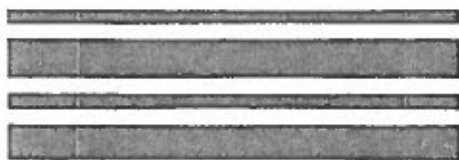
BY FEE SIMPLE DEED FROM KENNETH SALAY AND ROBERTA L. SALAY, HIS WIFE AS SET FORTH IN DEED BOOK 11907, PAGE 784 AND RECORDED ON 7/30/1998, SUFFOLK COUNTY RECORDS.

THE SOURCE DEED AS STATED ABOVE IS THE LAST RECORD OF VESTING FILED FOR THIS PROPERTY. THERE HAVE BEEN NO VESTING CHANGES SINCE THE DATE OF THE ABOVE REFERENCED SOURCE.



U39023476-010P21

MORTGAGE
LOAN# 2007127551
US Recordings



SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: ASSIGNMENT OF MORTGAGE
Number of Pages: 2
Receipt Number : 12-0084251

Recorded: 07/24/2012
At: 04:05:40 PM

LIBER: M00022230
PAGE: 006

District:	Section:	Block:	Lot:
0900	211.00	04.00	045.000





EXAMINED AND CHARGED AS FOLLOWS

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$10.00	NO	Handling	\$20.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
Notation	\$0.50	NO	Cert.Copies	\$0.00	NO
RPT	\$60.00	NO			
			Fees Paid	\$110.50	

THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

JUDITH A. PASCALE
County Clerk, Suffolk County

<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black;"> 1 2 </div> <p>Number of pages <u>2</u></p> <p>This document will be public record. Please remove all Social Security Numbers prior to recording.</p> </div>	<div style="text-align: center; margin-bottom: 10px;"> RECORDED 2012 Jul 24 04:05:40 PM JUDITH A. PASCALE CLERK OF SUFFOLK COUNTY L M00022230 P 006 </div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">Deed / Mortgage Instrument</th> <th style="width: 33%;">Deed / Mortgage Tax Stamp</th> <th style="width: 33%;">Recording / Filing Stamps</th> </tr> <tr> <td colspan="3" style="text-align: center; background-color: #f2f2f2;">3 FEES</td> </tr> <tr> <td style="vertical-align: top;"> Page / Filing Fee <u>10</u> Handling <u>20.00</u> TP-584 _____ Notation <u>50</u> EA-52 17 (County) _____ Sub Total _____ EA-5217 (State) _____ R.P.T.S.A. <u>100</u> Comm. of Ed. <u>5.00</u> Affidavit _____ Certified Copy _____ NYS Surcharge <u>15.00</u> Other _____ </td> <td style="vertical-align: top; text-align: center;">  Sub Total _____ Grand Total <u>110.50</u> </td> <td style="vertical-align: top;"> Mortgage Amt. _____ 1. Basic Tax _____ 2. Additional Tax _____ Sub Total _____ Spec./Assit. _____ or _____ Spec./Add. _____ TOT. MTG. TAX _____ Dual Town _____ Dual County _____ Held for Appointment _____ Transfer Tax _____ Mansion Tax _____ The property covered by this mortgage is or will be improved by a one or two family dwelling only. YES _____ or NO _____ If NO, see appropriate tax clause on page # _____ of this instrument. </td> </tr> </table>	Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps	3 FEES			Page / Filing Fee <u>10</u> Handling <u>20.00</u> TP-584 _____ Notation <u>50</u> EA-52 17 (County) _____ Sub Total _____ EA-5217 (State) _____ R.P.T.S.A. <u>100</u> Comm. of Ed. <u>5.00</u> Affidavit _____ Certified Copy _____ NYS Surcharge <u>15.00</u> Other _____	 Sub Total _____ Grand Total <u>110.50</u>	Mortgage Amt. _____ 1. Basic Tax _____ 2. Additional Tax _____ Sub Total _____ Spec./Assit. _____ or _____ Spec./Add. _____ TOT. MTG. TAX _____ Dual Town _____ Dual County _____ Held for Appointment _____ Transfer Tax _____ Mansion Tax _____ The property covered by this mortgage is or will be improved by a one or two family dwelling only. YES _____ or NO _____ If NO, see appropriate tax clause on page # _____ of this instrument.
Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps								
3 FEES										
Page / Filing Fee <u>10</u> Handling <u>20.00</u> TP-584 _____ Notation <u>50</u> EA-52 17 (County) _____ Sub Total _____ EA-5217 (State) _____ R.P.T.S.A. <u>100</u> Comm. of Ed. <u>5.00</u> Affidavit _____ Certified Copy _____ NYS Surcharge <u>15.00</u> Other _____	 Sub Total _____ Grand Total <u>110.50</u>	Mortgage Amt. _____ 1. Basic Tax _____ 2. Additional Tax _____ Sub Total _____ Spec./Assit. _____ or _____ Spec./Add. _____ TOT. MTG. TAX _____ Dual Town _____ Dual County _____ Held for Appointment _____ Transfer Tax _____ Mansion Tax _____ The property covered by this mortgage is or will be improved by a one or two family dwelling only. YES _____ or NO _____ If NO, see appropriate tax clause on page # _____ of this instrument.								
4 Dist. <u>0900 21100 0400 045000</u> Real Property Tax Service Agency Verification 	5 Community Preservation Fund Consideration Amount \$ _____ CPF Tax Due \$ _____ Improved _____ Vacant Land _____ TD _____ TD _____ TD _____									
6 Satisfaction/Discharges/Releases List Property Owners Mailing Address RECORD & RETURN TO: CoreLogic 450 E. Boundary St. Chapin, SC 29036	7 Title Company Information Co. Name _____ Title # <u>18865141</u>									
8 Suffolk County Recording & Endorsement Page										

This page forms part of the attached _____ Assignment of Mortgage made by: _____ (SPECIFY TYPE OF INSTRUMENT)

Mortgage Electronic Registration Systems, Inc. The premises herein is situated in
Capital One Home Loans, LLC SUFFOLK COUNTY, NEW YORK

TO _____ In the TOWN of SOUTH HAMPTON
The Bank of New York Mellon FKA In the VILLAGE _____
The Bank of New York or HAMLET of _____

BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

(over)

IMPORTANT NOTICE

If the document you've just recorded is your SATISFACTION OF MORTGAGE, please be aware of the following:

If a portion of your monthly mortgage payment included your property taxes, you will now need to contact your local Town Tax Receiver so that you may be billed directly for all future property tax statements.

Local property taxes are payable twice a year: on or before January 10th and on or before May 31st. Failure to make payments in a timely fashion could result in a penalty.

Please contact your local Town Tax Receiver with any questions regarding property tax payment.

Babylon Town Receiver of Taxes
200 East Sunrise Highway
North Lindenhurst, N.Y. 11757
(631) 957-3004

Brookhaven Town Receiver of Taxes
One Independence Hill
Farmingville, N.Y. 11738
(631) 451-9009

East Hampton Town Receiver of Taxes
300 Pantigo Place
East Hampton, N.Y. 11937
(631) 324-2770

Huntington Town Receiver of Taxes
100 Main Street
Huntington, N.Y. 11743
(631) 351-3217

Islip Town Receiver of Taxes
40 Nassau Avenue
Islip, N.Y. 11751
(631) 224-5580

Riverhead Town Receiver of Taxes
200 Howell Avenue
Riverhead, N.Y. 11901
(631) 727-3200

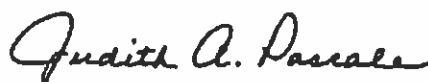
Shelter Island Town Receiver of Taxes
Shelter Island Town Hall
Shelter Island, N.Y. 11964
(631) 749-3338

Smithtown Town Receiver of Taxes
99 West Main Street
Smithtown, N.Y. 11787
(631) 360-7610

Southampton Town Receiver of Taxes
116 Hampton Road
Southampton, N.Y. 11968
(631) 283-6514

Southold Town Receiver of Taxes
53095 Main Street
Southold, N.Y. 11971
(631) 765-1803

Sincerely,



Judith A. Pascale
Suffolk County Clerk

dw
2/99

Recording Requested By:
Bank of America
Prepared By: Bank of America
800-444-4302

When recorded mail to:
CoreLogic

450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# 20315948821218973

Property Address:

14 Landing Ln
Southampton, NY 11968-4405

Property Location:

Township of SOUTH HAMPTON
NYOM-AM 18863141 6/15/2012

This space for Recorder's use

MIN #: 1003932-2007127551-2

MERS Phone #: 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR CAPITAL ONE HOME LOANS, LLC, the undersigned holder of the Mortgage described below (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF COWAL, INC., ALTERNATIVE LOAN TRUST 2007-19 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-19 whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 all beneficial interest under that certain security instrument described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said security instrument.

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS
NOMINEE FOR CAPITAL ONE HOME LOANS, LLC

Made By: PAUL COLLURA AND CHRISTINE COLLURA, HIS WIFE

Date of Mortgage: 5/4/2007

Original Loan Amount: \$700,000.00

Section: 211.00 Lot: 045.000 Block: 04.00

Recorded in Suffolk County, NY on: 5/25/2007, book M00021541, page 047 and instrument number CY015987

This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

This Mortgage has not been assigned unless otherwise stated below:

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on Dated:

~~JUN 15 2012~~

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC., AS NOMINEE FOR CAPITAL ONE
HOME LOANS, LLC

By: 
Janet Gordon
Assistant Secretary

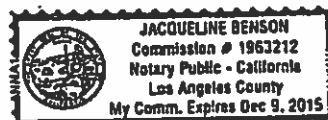
State of California
County of Ventura

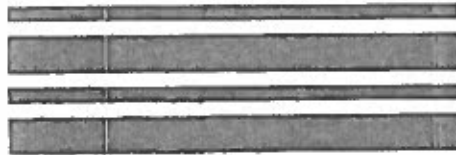
On JUN 15 2012 before me, Jacqueline Benson, Notary Public, personally appeared JANET GORDON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public: Jacqueline Benson (Seal)
My Commission Expires: 12/9/15





**SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE**

Type of Instrument:	FEDERAL TAX LIEN - IRS PAYMENT	Filed:	04/26/2011
Number of Pages:	0	At:	02:47:20 PM
Receipt Number :	11-0047829	Lien Num:	LFED00012535
Tax Map # :			

EXAMINED AND CHARGED AS FOLLOWS

Lien Fee : \$40.00

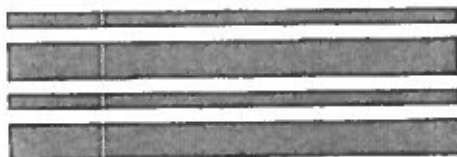
Received the Following Fees For Above Instrument

Exempt	NO
Fees Paid	\$40.00

**THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL**

**JUDITH A. PASCALE
County Clerk, Suffolk County**

Form 668 (Y)(c) (Rev. February 2004)		11874 Department of the Treasury - Internal Revenue Service Notice of Federal Tax Lien			
Area: SMALL BUSINESS/SELF EMPLOYED AREA #1 Lien Unit Phone: (800) 829-3903		Serial Number 777701011		For Optional Use by Recording Office	
As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.					
Name of Taxpayer PAUL & CHRISTINE COLLURA					
Residence 38 COTTONTAIL RD MELVILLE, NY 11747-2319					
IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).					
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2009	XXX-XX-7083	11/22/2010	12/22/2020	80537.52
Place of Filing Suffolk County Clerk Suffolk County Riverhead, NY 11901					Total \$ 80537.52
This notice was prepared and signed at <u>MANHATTAN, NY</u> , on this,					
the <u>19th</u> day of <u>April</u> , 2011.					
Signature for FRED BANKS		 Title ACS SBSE (800) 829-3903		21-00-0008	
(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien Rev. Rul. 71-488, 1971 - 2 C.B. 408)					
Part 1 - Kept By Recording Office				Form 668(Y)(c) (Rev. 2 2004) CAT. NO 60025X	



**SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE**

Type of Instrument: **FEDERAL TAX LIEN - IRS PAYMENT** Filed: **03/23/2010**
Number of Pages: **0** At: **09:34:42 AM**
Receipt Number : **10-0033909** Lien Num: **LFED00007659**
Tax Map # :

EXAMINED AND CHARGED AS FOLLOWS

Lien Fee : **\$40.00**

Received the Following Fees For Above Instrument

Exempt **NO**
Fees Paid **\$40.00**

**THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL**

**JUDITH A. PASCALE
County Clerk, Suffolk County**

Form 668 (Y)(c) (Rev. February 2004)	9607	Department of the Treasury • Internal Revenue Service Notice of Federal Tax Lien			
Area: SMALL BUSINESS/SELF EMPLOYED AREA #2 Lien Unit Phone: (800) 913-6050		Serial Number 633298210	For Optional Use by Recording Office		
As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.					
Name of Taxpayer PAUL & CHRISTINE GUNZER COLLURA					
Residence 38 COTTONTAIL RD MELVILLE, NY 11747-2319					
IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).					
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2007		11/24/2008	12/24/2018	21498.56
1040	12/31/2008		11/23/2009	12/23/2019	54192.24
Place of Filing Suffolk County Clerk Suffolk County Riverhead, NY 11901					Total \$ 75690.80

This notice was prepared and signed at MANHATTAN, NY, on this,

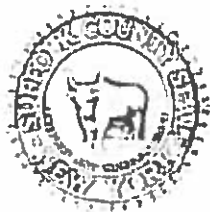
the 10th day of March, 2010.

Signature <u>R. A. Mitchell</u> for MICHAEL W. COX	Title ACS (800) 829-3903	22-00-0008
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(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
 Rev. Rul. 71-486, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
 CAT NO 80025X



Civil Court Minutes Report

Index #: 14 01713

Print Date: 4/14/2015

Court: S

Case Type:

Application Date:

Plaintiff(s)

BANK OF NEW YORK MELLON F/K/A
BANK OF NEW YORK

Defendant(s):

COLLURA, PAUL
COLLURA, CHRISTINE
INTERNAL REVENUE SERVICE
ETAL

Minutes :

Seq #	Process Date	Type	Minutes	
1	1/24/2014 12:00	R	LIS PENDENS	SOUTHAMPTON
2	1/24/2014 12:00		SUMMONS & COMPLAINT	VER
3	1/24/2014 12:00		SECTION 1303 NOTICE OF FCL	
4	1/24/2014 12:00		EXHIBITS	
5	1/24/2014 12:00		CERTIFICATE OF MERIT	
6	2/6/2014 12:00		AFFIDAVIT OF SERVICE	01-30-14
7	2/7/2014 12:00		AFFIDAVIT OF SERVICE	2-5-14
8	2/20/2014 12:00		AFFIDAVIT OF SERVICE	02-10-14
9	2/20/2014 12:00		AFFIDAVIT OF SERVICE	02-10-14
10	3/24/2014 12:00		NOTICE OF APPEARANCE	
11	3/24/2014 12:00		AFFIDAVIT OF SERVICE	3-12-14
12	3/24/2014 12:00		STIPULATION	COPY
13	4/29/2014 12:00		R.J.I.	PD
14	5/5/2014 12:00		NOTICE OF APPEARANCE	
15	8/14/2014 12:00		SUBSTITUTION OF ATTORNEY	
16	8/14/2014 12:00		CONSENT TO CHANGE ATTORNEY	
17	8/14/2014 12:00		AFFIDAVIT OF SERVICE	8-6-14
18	10/29/2014 12:00		SHORT FORM ORDER	
19	11/3/2014 12:00		ORDER	
20	11/3/2014 12:00		NOTICE OF MOTION	
21	11/3/2014 12:00		SUPPORTING PAPERS	
22	12/24/2014 12:00		RADI - NOTICE OF APPEAL	
23	12/24/2014 12:00		ORDER-(COPY)	
24	12/24/2014 12:00		AFFIDAVIT OF SERVICE	12-23-14

Total Minute Records :24

Notations :

Minute	Seq	Liber	Page	LP No	Notation
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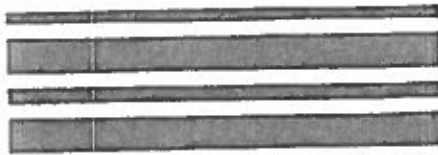
Total Notation Records :0

Tax Map Info :

Minute

Seq Tax Map Number

Total Tax Map Records :0



SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: LIS PENDENS
Index Number: 14 01713

Recorded: 24-Jan-2014
Sequence_Number: 257464

TAX MAP NO
0900-211.00-04.00-045.000

Liber Page(s):
M00021541 047

THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

Judith A. Pascale
County Clerk, Suffolk County

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK**

**THE BANK OF NEW YORK MELLON F/K/A THE
BANK OF NEW YORK, AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWALT, INC.,
ALTERNATIVE LOAN TRUST 2007-19...
MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2007-19,
Plaintiff,**

v.

**PAUL COLLURA; CHRISTINE COLLURA;
INTERNAL REVENUE SERVICE; "JOHN DOE #1-
10" AND "JANE DOE #1-10", the names John Doe
and Jane Doe being fictitious, their identities being
unknown to the Plaintiffs, it being the intention of
Plaintiff to designate any and all unknown persons,
including, but not limited to, the tenants, occupants,
corporations, and judgment creditors, if any, holding
or claiming some right, title, interest or lien in or to the
mortgaged premises herein,
Defendants.**

NOTICE OF PENDENCY

INDEX NO. 14-01713⁶

**FILED WITH THE COUNTY
CLERK ON:**

**MORTGAGED PREMISES:
14 Landing Lane
Southampton, NY 11968**

**District: 0900, Section: 211.00,
Block: 04.00, Lot: 045.000**

60-
1/24/14
SMH
NOTICE IS HEREBY GIVEN, that an action has been commenced and is now pending in the
Supreme Court for Suffolk County upon the Verified Complaint of the above named Plaintiff against
the above named Defendants for the foreclosure of a Mortgage that was executed, acknowledged and
delivered by Paul Collura and Christine Collura to Mortgage Electronic Registration Systems, Inc., as
Nominee for Capital One Home Loans, LLC, in the amount of \$700,000.00, dated May 4, 2007, and
recorded on May 25, 2007 in Suffolk County Clerk's Office, in Book 21541, Page 47.



AND NOTICE IS FURTHER GIVEN, that said mortgage was assigned by Mortgage Electronic
Registration Systems, Inc., as Nominee for Capital One Home Loans, LLC to The Bank of New York
Mellon f/k/a The Bank of New York, as Trustee in for the Certificateholders of CWALT, Inc., Alternative
Loan Trust 2007-19 Mortgage Pass-Through Certificates, Series 2007-19 on June 15, 2012 and recorded

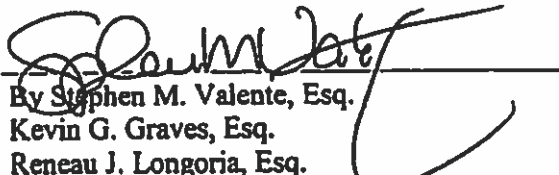
on July 24, 2012, in the Suffolk County Clerk's Office, in Book 22230, Page 6.

0900
211.00
04.00
045.000

AND NOTICE IS FURTHER GIVEN, that the mortgaged premises described in the Mortgage affected by said foreclosure action, the filing of this Notice, situate in the Suffolk County, State of New York, and is described in "Schedule A" attached hereto and made a part hereof.

The Clerk of the County of Suffolk is directed to index this Notice against the names of all the defendants.

Dated: 12/27/13



By Stephen M. Valente, Esq.
Kevin G. Graves, Esq.
Reneau J. Longoria, Esq.
Doonan, Graves & Longoria, LLC
Attorneys for Plaintiff
100 Cummings Center
Suite 225D
Beverly, MA 01915
Tel: 978-921-2670
Fax: 978-921-4870

**New York Title
Research Corporation**

Title No: SS6073

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Shinnecock Hills, Town of Southampton, County of Suffolk and State of New York, more particularly known and designated as and by Lot No. 8 on a certain map entitled, "Subdivision Map of Southampton Harbour Section 3, situate at Shinnecock Hills, Town of Southampton, County of Suffolk and State of New York", dated November 25, 1949, Theodore F. Squires, Licensed Land Surveyor No. 15683, Southampton, New York and which said map was filed in the Office of the Clerk of the County of Suffolk on December 16, 1949 as and by the Map No. 1723, being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Landing Lane, where the same is intersected by the division line between Lot Nos. 8 & 9 on the aforesaid Map; said point or place of beginning being also distant the following two (2) courses and distances from the southerly end of a curve having a radius of 25.00 feet, a length of 39.27 feet which said curve connects the southeasterly side of Landing Lane with the southerly side of Montauk Highway;

Southwesterly as measured along the southeasterly side of Landing Lane, North 24 degrees 52 minutes 50 seconds East, 35.00 feet;

South 76 degrees 32 minutes 25 seconds West, 209.21 feet, as measured along the southerly side of Landing Lane the true point or place of beginning.

RUNNING THENCE from said point or place of beginning along said division line, South 13 degrees 27 minutes 35 seconds East, 76.41 feet to Bulkhead line of the Lagoon;

THENCE along the bulkhead line of the Lagoon, South 56 degrees 48 minutes 33 seconds West, 95.61 feet to the division line between Lot Nos. 7 & 8;

THENCE along the said last mentioned division line, North 13 degrees 27 minutes 35 seconds West, 108.69 feet to the southerly side of Landing Lane; and

THENCE along the southerly side of Landing Lane, North 76 degrees 32 minutes 25 seconds East, 90.00 feet to the point and place of BEGINNING.

2014 JAN 24 PM 2:40
JUDITH A. RASCALE
SUFFOLK COUNTY CLERK

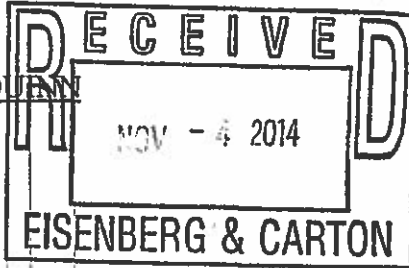
RECORDED

EXHIBIT “E”

Index No.: 1713/14

SUPREME COURT - STATE OF NEW YORK
I.A.S. PART 11 - SUFFOLK COUNTY

PRESENT: HON. JAMES F. QUINN
Acting Justice



DECISION AND ORDER

Mot. Seq. No. 2, Mot-D
Mot. Date: 6/9/14
Mot Submitted: 10/29/14

The Bank of New York Mellon f/k/a The Bank of
New York, as Trustee for the Certificate Holders of
CWALT, Inc., et al.,

Plaintiff,

- against -

Paul Collura, et al,

Defendants.

Plaintiff's Attorney
Doonan, Graves & Longoria
100 Cummings Center, Ste. 225D
Beverly, MA 01915

Defendant's Attorney
Eisenberg & Carton
1227 Main Street, Ste. 101
Port Jefferson, NY 11777

It is hereby **ORDERED** that this motion by the defendants Paul and Christine Collura for an order dismissing the complaint, is *granted*.

The Collura defendants move to dismiss the complaint pursuant to CPLR 3211(a)(3) and CPLR 3211(a)(7) on the ground that the plaintiff lacks standing to prosecute this mortgage foreclosure action.

On May 4, 2007, the Collura defendants executed and delivered to Capital One Home Loans, LLC ("Capital One"), a promissory note in the amount of \$700,000.00 which was secured by a mortgage on a parcel of real property located in Southampton, NY. The mortgagee of record was Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for the lender, Capital One. An undated allonge affixed to the note indicates that the note was indorsed by Capital One to Countrywide Home Loans, Inc. ("Countrywide Home Loans"), which indorsed it in blank. By an "Assignment of Mortgage" dated June 15, 2012, MERS, as nominee for Capital One, assigned the mortgage to the plaintiff, Bank of New York Mellon. The "Assignment of Mortgage" specified that it included the mortgage "together with the note(s) and obligations therein described."

The transfer of an instrument vests in the transferee such rights as the transferor has therein (UCC 3-201 [1]). Negotiation is the transfer of an instrument in such form that the transferee becomes a holder (UCC 3-202 [1]). A holder is a person in possession of an instrument drawn, issued, or indorsed to him or to his order, or to bearer, or in blank (UCC 1-201 [20]). If the instrument is payable to order, it is

negotiated by delivery with any necessary indorsement (UCC 3-202 [1]). An instrument payable to order and indorsed in blank becomes payable to bearer and may be negotiated by delivery alone (UCC 3-204 [2]); Corporacion Venezolana de Fomento v. Vintero Sales Corp., 452 F.Supp. 1108, 1117; Bank of New York Mellon v. Deane, 41 Misc.3d 494.502.

When the issue of standing is raised by a defendant, the plaintiff must prove its standing in order to be entitled to relief (GRP Loan, LLC v. Taylor, 95 A.D.3d 1172, 1173). A plaintiff has standing to prosecute a mortgage foreclosure action when, at the time the action is commenced (1) the plaintiff is the holder of the note, (2) the plaintiff has possession of the note by delivery from a person entitled to enforce it for the purpose of giving the plaintiff the right to enforce it, or (3) the plaintiff has been assigned the note by a person entitled to enforce it for purpose of giving the plaintiff the right to collect the debt evidenced by the note and the plaintiff tenders the note at the time of any judgment (Mellon v. Deane, *supra*, at 506).

The plaintiff, Bank of New York Mellon, has failed to establish that it has standing to prosecute this mortgage foreclosure action. The promissory note that is the subject of this action was originally payable to the order of Capital One, which indorsed it to Countrywide Bank, which indorsed it to Countrywide Home Loans, which indorsed it in blank. When the note was indorsed in blank, it became a bearer instrument. There is no evidence in the record that it was negotiated back to Capital One after it was indorsed in blank and before it was assigned to the plaintiff. Thus, Capital One was no longer the holder of the note when it assigned the note to the plaintiff, and Capital One did not transfer any rights in the note to the plaintiff. Accordingly, the motion is *granted*, and the complaint is dismissed.

The foregoing constitutes the decision and order of the Court.

Dated: Central Islip, New York
October 30, 2014

ENTER:

JAMES F. QUINN
Hon. James F. Quinn, A.J.S.C.